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CONFIDENTIAL.

(6502.)

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(5) Last Copy

Memorandum by Sir C. Hill on British Central African Land Claims.

See Mr. Johnston's No. 55, Central Africa, of October 14, 1893.

Conf. 6482 Page 327

Conf. 6537 Page 52A

THE Memoranda of the 5th May and the 11th August, 1893, and the 26th February, 1894, dealt with the land claims in the British sphere north of the Zambesi so far as it was possible to do so without the assistance of Mr. Johnston, Her Majesty's Commissioner.

The papers have now been gone through with him. It has been necessary to accept his statements as to the geography and the area covered by the different Treaties and Concessions, for we have no means of checking them. But it may be assumed that they are substantially accurate, and it is unlikely that any one will be able to disprove them.

The claims may be divided into two classes:—

1. Those in the Protectorate;
2. Those outside the Protectorate;

and they may again be subdivided into—

(*a.*) Crown lands.
(*b.*) Native reserves.
(*c.*) Grants to Europeans.

First, as to the

Claims in the Protectorate.

As indicated in the Memorandum of the 11th August, the course adopted by Mr. Johnston is in close accordance with the precedent set by the Colonial Office in dealing with land in the Bechuanaland Protectorate. The Crown makes no claim to the general ownership of the land, which is regarded as being still vested in the Chiefs and tribes, except in so far as it has been duly alienated to grantees or concessionnaires, but, as the Protecting Power, claims to investigate and recognize or disallow such grants and Concessions. All land outside native locations is considered as waste Crown land.

There are some paragraphs in the Rules laid down for the guidance of the Bechuanaland Land Commission, which it may be well to reproduce, as justifying what might in some cases be deemed arbitrary action on the Commissioner's part, and supplying an answer to possible complaints :—

"Section 14. No condition in any grant or Concession should be recognized which seems likely to interfere with the practical working of the general or financial administration of any future Government."

See Memorandum of August 11, 1833, p. 12.

And again, section 17 :—

"Saving vested interests already recognized by Her Majesty's Government, the Commission should specify what rights, if any, ought, in its opinion, to be reserved by the Government in consideration of the recognition of any grant or Concession in favour of Europeans."

In section 20 of the same Rules, which are dated 1893, the term "Concession" is defined as including grants or Concessions obtained from any Chief prior to the grant of the Charter to the South Africa Company in 1889.

The Protectorate over British Bechuanaland was declared in 1885.

The form of certificate granted by the Bechuanaland Commission, and other details showing how the system is worked in that Protectorate, are given at pp. 13 and 14 of the Memorandum of the 11th August.

In paragraph 6 the Government reserves the power, without compensation, to make roads, railways, and telegraphs over any uncultivated land comprised in a grant, and the same power, with compensation, in the case of cultivated lands.

(*a.*) *Crown Lands.*

The Commissioner's claims are based upon purchase, exchange, treaty, and annexation.

In the Memorandum of the 11th August, pp. 2 and 3, a list is given of the lands claimed to belong to the Crown in the Protectorate, and reasons are given why some of the titles could not then be considered as clear.

Mr. Johnston has since explained, and furnished references to deeds which remove these doubts and appear to justify us in accepting and approving the titles on behalf of the Crown. The total area covered by the claims amounted, in October 1892, to 1,431,417 acres with a value estimated at

23,639*l.* The extent and value have since increased.

Mr. Johnston's claim to have acquired for the Crown "rights of pre-emption over the greater part of the lands in the Shiré Province which remain in the hands of the natives" is based, where not specially indicated in the Treaties, on the cession of sovereign rights, and, in a less degree, as already stated at p. 3 of the Memorandum of the 11th August, 1893, on Article III of the Foreign Office Model Form.

These rights, where not granted by Treaty, are only claimed as regards waste lands, but it is very doubtful if we should admit them if put forward by private persons on so slender a ground.

(*b.*) *Native Reserves.*

The amount of land under occupation still in the hands of the natives amounts, according to Mr. Johnston's estimate, to about one-half of the total area of the Protectorate, and he explains that the certificates granted to Europeans within the Protectorate reserve existing native plantations and villages.

See Certificates (C), (D), (E), (F), (G), (I), (K), (M), and (N) in inclosures in South Africa Company's letter of April 11, 1894 (Annex I).

The present native possessions cannot, under the printed form of certificate, be disturbed without the consent in writing of Her Majesty's Commissioner.

(*c.*) *Grants to Europeans.*

For the reasons given in the Memorandum of the 26th February, 1894, I am of opinion that the settlement described in

CHAPTER I.

of Mr. Johnston's No. 55 of the 14th October, 1893, may be approved, with the exception of the claim of the Central African Company, therein described. This claim has since, it is said, been acquired by the Oceana Land Company, and Mr. Johnston opposes it, partly because he considers that the Company are mere speculators who will not cultivate or settle the district, and partly because its value has increased by the discovery of coal on the land, of the existence of which he was not aware when he first offered the lease. Negotiations are in progress with the Directors of the Company in regard to it.

The settlement deals with the districts of the Protectorate known as—

Lower Shiré,
Ruo,
Mlanje,
Blantyre,
West Shiré,
Upper Shiré,
Zomba,
South Nyasa, and
No Man's Land.

The boundaries of these districts are accurately marked on the map attached to Mr. Johnston's Report of the 31st March, 1894.

"No Man's Land" has been effectively occupied since the defeat of Makanjira, and is now included in the South Nyasa and Zomba districts.

The foot-notes attached to the printed copies of Mr. Johnston's No. 55 of 1893 give the authority for the assertions made in that despatch as to grants, Treaties, &c. (See Confidential 6482. Part III of Further Correspondence respecting Affairs north of the Zambesi, pp. 327 to 351.)

CHAPTER II

of the despatch under consideration deals with the less developed districts of South-west and West Nyasa.

In South-west Nyasa, Mr. Johnston divides the claims into (*a*), (*b*), (*c*), (*d*), and (*e*).

The documents under which the claims in (*a*), (*b*), and (*d*) are advanced are in our possession, and have been gone through here with Mr. Johnston. They are called "Treaties," but are really titles, which were granted by the Chiefs to the African Lakes and British South Africa Companies, and which have been subsequently acquired by the British South Africa Company alone. See British South Africa Company's letter of April 11, 1894.

Mr. Johnston has satisfied himself by personal inspection and intercourse with the grantors that they were in a position to make the grants, and were aware of the meaning of the deeds, and it will be seen on reference to his certificates that his sanction of them is usually qualified.

Thus, under (*a*), Chikusi's grant, he confines his recognition to the sole mining rights, and disallows by implication the other portions of the grant. He further retains Royalties for the Crown, and reserves all the provisions of the Berlin Act. Ditto, Ditto, Certificate (J), Annex I.

The grants under (*b*) are from Chiwere, Tambala, and Napwanga.

These are described in the body of the document as Treaties with Her Britannic Majesty; they place the territories under the Protectorate of Great Britain, and contain a clause which, besides the mining and other rights, in Mr. Johnston's opinion, gives the Company the claim to pre-emption of all undisposed of lands. The clause, it should be observed, does not grant pre-emption, but binds the grantor not to give any concession without the assent of the Company in writing.

It is questionable how far these documents can be considered as Treaties with Her Britannic Majesty, but we have a Treaty (No. 50) with Chiwere, the dominant Chief, and the whole district lies within the Protectorate.

Certificate (M), Annex I.

The certificate declares the claim to pre-emption and sole mining rights to be established and valid, reserves certain Royalties and rights of way for Her Majesty's Government, and some Mission and native rights, but says nothing about the Act of Berlin, although the note to (*b*) on p. 13 would lead one to suppose that it contained provisions reserving the stipulations of that instrument.

Certificate (H), Annex I.

(*d.*) Deals with a grant from Jumbe. We have the certificate, which recognizes its validity as regards sole mining rights, subject to the Berlin Act.

The claim mentioned in (*e*) was bought from Chiwere. Mr. Johnston has examined and approved it, but the deed and certificate have been kept by the Dutch Mission.

In all these cases (*a*), (*b*), (*d*), and (*e*) it appears that the titles are good, and that, if approved, "subject to the provisions of the Berlin Act as regards monopolies," no objection is likely to be raised on the ground of insufficient or conflicting titles.

The only question appears to be one of policy as regards (*a*), (*b*), and (*d*), namely, whether one Company, in this case the South Africa Company, should be allowed such extensive rights, including as they do the permanent right of pre-emption, or at least of control, over the sale of any waste lands. Mr. Johnston estimates the area covered at about 5,200 square miles.

Certificate (B), Annex I.

The question as regards (*c*) is of a different kind.

This is a claim of Her Majesty's Government to Kazembe's country, and under it a grant of a piece of this country has been made to the Portuguese Government. But, unfortunately, Kazembe

in his Treaty (No. 67) distinctly reserves his proprietary rights, and Mr. Johnston had, therefore, no power to grant away his land.

Mr. Johnston argues that the transfer by Kazembe of his sovereign rights, and the fact of the latter's having been his companion when he went to select the Leopard's Bay site for the purpose of its being made over to Portugal, is sufficient to justify the transaction.

It is not desirable to inquire more closely than is absolutely necessary into the validity of the rights of Her Majesty's Government, and this theory may not be unreasonable, but a better argument may perhaps be found in the fact that Kazembe has since been deported as a danger to public security, and his land has thus become liable to forfeiture. Mr. Johnston says it is of much value to the Protectorate, and he asks the consent of Her Majesty's Government to the acquisition as Crown lands of the whole of Kazembe's and Makanjira's territories, with the usual reservation of native properties.

West Nyasa.

The claims of the African Lakes Company having for reasons given been rejected, it is unnecessary to examine them.

The claim of the Livingstonia Free Church Mission at Bandawe, which has been sanctioned by Mr. Johnston, was founded on purchases made by them in his presence in 1889. The title-deeds are kept by them. The Chief (Tesi) assured Mr. Johnston in 1889 that he had granted these lands as they were then unoccupied.

Mr. Johnston informs me that in granting the claim of the Universities' Mission to the Islands of Likoma and Tshisumala, next referred to, he attached the further condition that Government should have the privilege of claiming a harbour on the islands.

The Treaties alluded to in the penultimate paragraph on p. 13 are Nos. 18, 19, and 87.*

The two former are on the Foreign Office Model Form, which does not deal with proprietary rights; the third gives sovereign rights.

Mr. Johnston's arguments on these points have already been quoted.

Mr. Johnston's certificate confirming the grant Certificate (I), Annex I.

* The latter is not printed in the list, but it is to be found in Mr. Johnston's No. 27 of 1894.

of the large district mentioned in paragraph 3, under the heading "West Nyasa," is amongst those sent us by the South Africa Company. It does not contain the deeds alluded to, except one affecting the land to be used for a road from Lake Nyasa towards Lake Tanganyika. Mr. Johnston says he has satisfied himself as to their validity. The certificate is open to the same criticism, on the ground of excessive area, as those referred to under the heading of "South-west Nyasa."

Hitherto the claims dealt with have been those within the Protectorate. We now come to the second division, viz.,

CLAIMS WHOLLY OR PARTIALLY OUTSIDE THE PROTECTORATE.

CHAPTER III.

It has been decided that the claims in German territory north of the Songwe cannot be supported, and Mr. Johnston has been officially informed to that effect.

MWAZI KAZUNGU.

Mwazi Kazungu's territory lies partly within the Protectorate and partly without it.

Certificate (G), Annex I.

Mr. Johnston speaks of the Lakes Company as having acquired on the 17th September, 1885, rights of jurisdiction, rights of mining, and rights of pre-emption. In his certificate he recognizes these rights. But the deed of the 17th September, 1885, is a deed of cession of all sovereign rights and right of jurisdiction, and says nothing about other rights. The certificate, however, alludes to other Concessions acquired by the South Africa Company in 1889 and 1890, which we have not got, but which may contain such clauses, as Mr. Johnston says he has seen the deeds which were negotiated by Mr. Sharpe at the same time as he obtained the Treaty No. 38, alluded to further on; his impression is that the rights are given by the deed of 1890.

Mr. Johnston also speaks of Mwazi Kazungu as having concluded a Treaty with Her Majesty, placing his country under British protection. But the only Treaty to be found is on Foreign Office Form (No. 38), which provides that the country shall not be ceded without the consent of Her Majesty's Government. However, this safeguards the portions beyond the Protectorate.

Maravi (Undi).

This district lies wholly without the Protectorate, but partly within the Portuguese sphere.

The claim of Her Majesty's Government in regard to it is confined to the Treaty of 1889 (No. 12) on Foreign Office Form with Undi. That of the South Africa Company rests on Treaties made by Mr. Sharpe as Representative of the African Lakes and the British South Africa Companies in April 1891, of which copies have been furnished us.

They are of the nature of the Treaties made by Mr. Wilson for the South Africa Company, which are printed at pp. 86 to 88 of the August Memorandum, and grant the Company exclusive commercial rights, while the Chiefs are placed under British protection, and agree to look upon the Treaty as made with Her Majesty's Government.

Mr. Johnston's certificate recognizes the right of pre-emption and the sole mining rights in that part of the district which lies within the British sphere. Certificate (L), Annex I.

The certificate states that it has been ascertained that there are no valid counter-claims, but M. Wiese's Concession, whatever it may be worth, covers part, if not all, of the same ground. (See remarks on his Concession.)

The claims on the Nyasa Tanganyika plateau are divided into (*a*), (*b*), (*c*), and (*d*).

(*a*.) The Government Treaty with Inyamwanga is on Foreign Office Form (No. 38), and our Treaties Nos. 36, 37, 39, 41, 42, and 43, also on the same form, deal with the district which adjoins the Stevenson Road.

The Company's claim is based on a document dated the 15th January, 1891, granted by the paramount Chief, in which the land in question is made over to the African Lakes Company, "their successors and assigns," in a very complete form. Mr. Johnston's certificate recognizes it as the Company's in fee-simple, with the usual reservations. Certificate (F), Annex I.

The claims and certificate in regard to Mambwe and Urunga are of the same nature, only in the former the reservations have been partially, and in the latter entirely, cut out. Certificate (E), Annex I

(*b*.) Calls for no special remarks, being explained by Mr. Johnston in the body of the Report.

(*c.*) Mr. Johnston examined the titles to this land, which was bought by the Society; the deeds are retained by the Society.

(*d.*) The Government Treaty (No. 62) is on the Foreign Office Form.

The Company claims under six Treaties, viz., Kazembe of Lunda, Moero, &c.; Nsama of Itawa; Muliro of the Senga country, Loangwa; Chuzamba of Kapanga; Koza of Pombe; Endole of Sangawe, and have sent them to us.

The first two of these documents are declared to be made as with Her Majesty's Government, and give considerable exclusive privileges to, while imposing conditions upon, the South Africa Company. Muliro's is a mining Concession to the same Company, Chuzamba's, Koza's, and Endole's are with the African Lakes Company; they were made subsequently to the Commissioners warning notice of July 1891, but Mr. Johnston admits them, and has given a certificate covering them as well as the three previous Treaties with a reservation of all Berlin Act rights so far as the districts lie within the Free Zone.

Certificate (B), Annex I.

It should be observed that Nsama's territory is defined as extending to Cape Akalunga, which at the time the certificate was given was within the Congo Free State limits.

Mr. Johnston's note on these claims calls attention to the fact, that the South Africa Company has acquired nearly all the rights of the African Lakes Company.

CHAPTER IV.

Claims of South Africa Company to sole Rights.

Inclosures 16 and 17 in his despatch No. 55 of October 14, 1893.

Mr. Johnston goes fully into his method of dealing with these claims, and forwards his certificates.

He has satisfied himself that the Chiefs from whom the privileges have been obtained are the persons in authority in their several districts. The Treaties are printed from p. 78 onwards in the Memorandum of the 11th August. They have been examined by Mr. Davidson, who is of opinion that there is nothing in their terms which confer upon the Company the rights of Government contemplated in sections 3 and 4 of their Charter. They do, however, place the countries under the protection of Her Majesty. But till that condition is accepted, and the limits of the present Protectorate are extended to embrace these new

territories, Her Majesty's Government has no *locus standi.*

Consequently, Mr. Johnston's approval is valueless, and it would seem that the only course open to the Company is to make fresh Treaties which will give them the necessary qualification to justify our approval. The Colonial Office is being consulted on this point, and also on the question as to how far it is permissible for grantees to transfer their titles to third parties, strangers to the grantors.

CHAPTER V

is a general short summary, and deserves reperusal.

Wiese Concessions.

The documents under which these Concessions are claimed are printed from pp. 105 to 121 of the Memorandum of the 11th August, 1893 (Confidential 6383).

A list of them is given at p. 121, but as it is not in the same order as that in which the Concessions are printed, it will be more convenient to take them as they come from p. 105 onwards.

1. Mpesene.

There are three grounds against the recognition of this Concession :—*

(*a.*) It is not signed by Mpesene, nor is there anything to prove that the Portuguese officer who signed it was really authorized to do so. He was subsequently expelled the country by Mpesene, and was dismissed the Portuguese service for gross misconduct ;

(*b.*) Mpesene is not recognized by us as the paramount Chief ; for

(*c.*) We claim the country under the Treaty of the 30th November, 1889, with Muasi (No. 38).

2. Chigaga Pire.

This district lies solely in the Portuguese sphere, so does not affect us.

3. Undi.

Mr. Johnston has never been shown the original of this Treaty, nor a certified copy of it.

* The criticisms on these Concessions are Mr. Johnston's : owing to insufficient knowledge of the geography and internal politics of the country I have been unable to check them.—C. Ll. H.

It was not in the possession of M. Wiese or Colonel Warton when they last saw him on the subject.

Moreover, it grants monopolies which are barred by our previous Treaty of the 22nd September, 1889 (No. 12), which is on the Foreign Office Form, and secures full liberty of trade to British subjects.

4. NYACHIFANGU WALA OF SENGA.

This is nullified by the antecedent Treaties with Senga, viz., Muliro (No. 51), Mwapi (No. 53), and by South Africa Company's Concession from Chavira of the 25th November, 1890. (See p. 79.)

Moreover, the Chieftainess is not the rightful Ruler.

5. SATCHERIMA MITI (SENGA).

Covered by antecedent Concession to British South Africa Company of the 10th September, 1890, by Kambwiri. (See p. 80.)

6. CHIRUPE N'GWE (SENGA).

Ditto.

7. LUNDO NYANGO (SENGA).

Ditto.

8. SAID NYENDUA.

Covered by Concessions from Kambwiri and Katara on p. 80.

9. CHIPORE.

The date of this Treaty in the original was the 30th day of December. The point is only material as showing what Mr. Johnston found on examination, viz., that these copies furnished to us are not accurate.

The district is covered by the prior Concessions to the South Africa Company by Nansara and Chitambo of the 22nd September and the 4th October, 1890. (See p. 81.)

10. SANDUE.

Covered by the South Africa Company's Concessions of prior date from Kambwiri, Katara, Chavira, and Miemba. (See pp. 80 (*bis*), 79, 84, and 85.)

11. MARAMA.

Ditto.

12. JUMBA.

See "Chipore."

13. SOPA MUANDZA (SENGA).

Covered by the Senga Concessions previously alluded to. See also the arguments against the recognition of Mpesene as paramount Chief.

Mr. Wiese does not press it.

There is great doubt as to who is now the real holder of these Concessions, but it is pretty clear that Mr. Wiese has parted with his interests in them.

C. Ll. H.

Foreign Office,
July 18, 1894.

ANNEX I.

No. 1.

British South Africa Company to Foreign Office.—(*Received April* 13.)

Sir, 19, *St. Swithin's Lane, London, April* 11, 1894.

I AM desired by my Board to submit, for the sanction of Her Majesty's Secretary of State for Foreign Affairs, pursuant to clause 4 of the Charter, certain original Concessions in the Company's field of operations north of the Zambezi.

Her Majesty's Commissioner and Consul-General, Mr. H. H. Johnston, has investigated the grant of these Concessions, and has issued certificates recognizing their validity.

The various documents are dealt with in the order set forth in a letter from Mr. Johnston to our Cape office.

I inclose the certificates and the Concessions referred to therein, except in a few instances where the Concessions have not been forwarded to this country.

The following is a short enumeration of my inclosures :—

(A.) Original certificate by Her Majesty's Commissioner and Consul-General, Mr. H. H. Johnston, recognizing the validity of certain mining rights and other privileges by the British South Africa Company over a large extent of territory to the west of Lake Nyasa and north of the Zambezi.

Together with originals of the Concessions mentioned in the said certificate—fifteen in all.

(B.) A similar certificate recognizing the validity of other rights and privileges west of Lake Nyasa and north of the district dealt with in the first-mentioned certificate.

Together with originals of the Concessions mentioned in the said certificate—six in all.

(C.) A similar certificate recognizing the validity of the African Lakes Company's estate at Tshiromo. (Transferred to the British South Africa Company.)

Neither original nor copy of this Concession has been forwarded to this country.

(D.) A similar certificate for the African Lakes Company's estate in Namonde's country. (Transferred to the British South Africa Company.)

Together with original of the Concession mentioned in the said certificate.

(E.) A similar certificate for the African Lakes Company's Mambwe estate. (Transferred to the British South Africa Company.)

Together with original of the Concession mentioned in the said certificate.

(F.) A similar certificate for the African Lakes Company's Nyasa-Tanganyika road estate. (Transferred to the British South Africa Company.)

Together with original of the Concession mentioned in the said certificate.

(G.) A similar certificate for the African Lakes Company's rights of pre-emption, mining, &c., over Mwasi Kazungu's country. (Transferred to the British South Africa Company.)

Together with original Concession from Mwasi Kazungu. The two other Concessions mentioned as from the same Chief have not been forwarded to this country.

(H.) A similar certificate for the African Lakes Company's sole mining rights, &c., over the country of Marimba. (Transferred to the British South Africa Company.)
Together with the original Concessions mentioned in the said certificate.

(I.) A similar certificate for the African Lakes Company's North-west Nyasa estate. (Transferred to the British South Africa Company.)
Of the "various" deeds referred to in this certificate, "the first of which is dated the 16th July, 1885, and the last the 12th February, 1890," one only has been forwarded to this country, viz., that of the 16th July.

(J.) A similar certificate for the African Lakes Company's sole mining rights over Tshikusi's country. (Transferred to the British South Africa Company.)
Together with certified copy of the Concession mentioned in the said certificate.

(K.) A similar certificate for the African Lakes Company's Eastern Urungu estate. (Transferred to the British South Africa Company.)
Together with the original Concession mentioned in the said certificate.

(L.) A similar certificate for the African Lakes Company's rights, &c., over the whole of the country of Undi. (Transferred to the British South Africa Company.)
Together with the original Concessions mentioned in the said certificate—two in all.

(M.) A similar certificate for the African Lakes Company's rights of pre-emption and mining rights over the territories of Tshiwere, &c. (Transferred to the British South Africa Company.)
Together with the original Concessions mentioned in the said certificate—three in all.

(N.) A similar certificate for the African Lakes Company's Tshenjowe and Kumpata estate. (Transferred to the British South Africa Company.)
Together with the original Concessions mentioned in the said certificate—two in all.

(O.) A certified copy of transfer of land at Tshiromo by A. C. Simpson to the British South Africa Company.
Together with Concession by Mbengwa in favour of Ramdas, and deed of sale by Ramdas to British Central Africa Administration, and transfer by A. C. Simpson to the British South Africa Company.

Her Majesty's Commissioner and Consul-General, Mr. H. H. Johnston, further informs us, in a letter dated the 23rd January last, that he has recommended to the Foreign Office certain territorial Concessions within the Protectorate to be made over to this Company as a set-off against the Makanjira grant, and independent of any further agreement which may have been arrived at between Her Majesty's Government and this Company.

I am desired by my Directors to inquire whether the time has now arrived for the grant of these latter Concessions to be carried out.

I am, &c.

(Signed) HERBERT CANNING, *Secretary*.

Inclosure 1 in No. 1.

(A.)

Certificate of Claim of the British South Africa Chartered Company to the sole Mining Rights and other Privileges over the Territories of Lukusasi, Lobisa, Bausi, Ilala, Iramba, Manika, and Busenga, in British Central Africa.

I, HENRY HAMILTON JOHNSTON, Esq., Companion of the Most Honourable Order of the Bath, Her Majesty's Commissioner and Consul-General for the territories under British influence north of the Zambezi, &c., being authorized by Her Majesty's Government to inquire into and settle all land claims within the territories under British influence north of the Zambezi, and to grant to all claimants whose titles shall be proved to be true and just a certificate to that effect under my hand and seal specifying the extent of land over which the claim extends, and the exact nature of the claim, together with any limitations, restrictions, or conditions which I may think fit to attach to this recognition, the said certificate then becoming a voucher for the legality of the claim, do hereby certify that I have inquired into the claim of the British South Africa Company (Chartered and Limited), to have obtained from a number of independent and ruling Chiefs in British Central Africa the following rights and privileges :—

1. The sole right "to search, prospect, exploit, dig for, and keep all minerals and metals."

2. The sole right "to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility."

3. The "absolute and exclusive possession of all commercial privileges of whatsoever kind."

4. The right "to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions granted."

The said rights and privileges as above enumerated being claimed by the said British South Africa Company (Chartered and Limited), in virtue of a number of Treaties and compacts concluded by them through their agents, to wit :—

No. 1. A Treaty with Mwapi, Chief of the Lukusasi country, dated the 12th May, 1890.

No. 2. A Treaty with Kambwiri, Chief of Kiwendé, dated the 10th September, 1890.

No. 3. A Treaty with Katara, Chief of the country Kusa and the Mutshinga Mountains, dated the 15th September, 1890.

No. 4. A Treaty with Nansara, Chieftainess of the Lobisa country of Mbalala, dated the 22nd September, 1890.

No. 5. A Treaty with Chitambo, Paramount Chief of the district of Kalinde, dated the 4th October, 1890.

No. 6. A Treaty with Mshiri, Paramount Chief of the countries of Bausi and of Ilala and Kawende, dated the 11th October, 1890.

No. 7. A Treaty with Kalonga, Chief of Eastern Iramba, dated the 16th October, 1890.

No. 8. A Treaty with Simesi, Sultan of Western Iramba, dated the 18th October, 1890.

No. 9. A Treaty with Mkwemba, Sultan of Central Iramba, dated the 26th October, 1890.

No. 10. A Treaty with Mshiri, Paramount Chief of Southern Iramba and of the countries lying in the northern part of the basin of the Lunsefwa River, dated the 5th November, 1890.

No. 11. A Treaty with Tshipepo, Chief of Urenje, otherwise known as Manika, dated the 12th November, 1890.

No. 12. A Treaty with Janyesha, Chief of South-western Ilala, dated the 22nd November, 1890.

Nos. 13 and 14. Two Treaties with Tshavira, Chief of Western Senga and of South-Eastern Ilala, both Treaties dated the 25th November, 1890.

No. 15. A Treaty with Tshevia and Miembe, Chiefs of Senga, dated the 27th November, 1890.

And I further certify that I have ascertained that no valid counter-claims exist to the possession and exercise by the British South Africa Company (Chartered and Limited) of the aforementioned rights and privileges, and that the grantors of the said rights and privileges were the sole and only rightful owners of the land over which the said rights and privileges are to be exercised. Therefore I declare the above-mentioned claim of the British South Africa Company (Chartered and Limited) to exercise the said rights and privileges as above enumerated to be established and to be recognized as legal and valid by the Government of Her Britannic Majesty under the following conditions :—

1. That the boundaries of the whole extent of territory over which these rights and privileges are to be exercised in virtue of the Treaties as above enumerated shall be as follows :—Commencing at a point on the right bank of the Great Luangwa (Loangwa or Aroangwa) River, at the junction of the said Luangwa River and the Lukusuzi (Rukusuzi) River (the latter entering the Great Luangwa River on its left bank, latitude 12° 40′ approximately), the boundary of the said territory shall follow the right bank of the Great Luangwa River down stream to its junction with the Zambezi, and then shall follow the left bank of the main stream of the Zambezi up to its junction with the Kafue (or Kafukwe) River. From this point the boundary of the said territory shall follow the left bank of the Kafue (or Kafukwe) up stream to its source, and from its source shall follow a straight line direct to the source of the Lufubo River, and thence shall continue along the right bank of the Lufubo River down stream to its confluence with the Luapula, and thence shall follow the median line of the course of the Luapala, down stream, as far as the point where the Luapala River is intersected by the 11th parallel of south latitude ; and from this point the boundary of the said territory shall be carried along a straight line drawn in a south-easterly direction across the marshes of Lake Bangweolo and whatever rivers intersect the said marshes to the starting-point on the right bank of the Great Luangwa River.

2. That on all precious metals and precious stones obtained by the British South Africa Company (Chartered and Limited), under the privileges accorded to it by the Treaties above enumerated, a royalty not exceeding 1 per cent. *ad valorem* shall be paid to the Paramount Chief in whose country the said precious metals or precious stones are obtained, that is to say, to the Chief recognized by Her Britannic Majesty's Government as the Paramount Chief over such country. The British South Africa Company (Chartered and Limited) may, however, if the Chief of such country is willing, be permitted to compound for the payment of such royalty by agreeing to pay in lieu thereof a fixed annuity to the said Paramout Chief. This condition as to the payment of a royalty or annuity is to be the sole amount of the indebtedness of the British Africa Company (Chartered and Limited) in regard to the Signatory Chiefs of the Treaties above enumerated.

3. That, over such portion of the territory as above defined as may lie within the Conventional free trade area described in the General Act of the West African Conference signed at Berlin in 1885, none of these claims as above enumerated shall be exercised in a manner contrary to the provisions of the said General Act of the West African Conference held at Berlin in 1885.

And in witness to the validity of the above-mentioned claim of the said British South Africa Company (Chartered and Limited), subject to the foregoing three conditions, I have hereunto set my hand and seal, this 25th day of September, 1893, at Zomba, in the British Central Africa Protectorate.

(Signed) HENRY HAMILTON JOHNSTON,

(Seal.) *Her Majesty's Commissioner and Consul-General.*

Signed, sealed, and delivered by the within-named Henry Hamilton Johnston in my presence, this 25th day of September, 1893.

(Signed) J. F. CUNNINGHAM.

Mining Concession.

I, the Undersigned, Mwapi, Chief of the Lukusasi country, do hereby concede to the Royal British South Africa Chartered Company (Limited) exclusive mining rights over the extent of territory which I possess, which is bounded as follows:—

On the east and south-east by the watershed between the Lukusasi River (and its head-waters) and the Loangwa River.

On the north, the north-west, and the west by the watershed of the Lukusasi River.

On the south by south latitude 13° 40′ (or thereabouts).

(Signed) MWAPI, his × mark.

Witnesses to signature:
(Signed) MASONI, his × mark.
LUSA, *ditto.*

I, the Undersigned, do swear that I have truly and honestly interpreted the terms of the foregoing Concession to the Chief Mwapi, in the Achewa language, and that he has signed this document in full knowledge of its contents.

(Signed) MASONI, his × mark.

Witness to signature:
(Signed) ALFRED SHARPE.

Treaty between Kambwiri, Paramount Chief of Kiwendé, acting in conjunction with the Arab Salim-bin-Nasser, his protector, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."

On the 10th September, 1890, in the presence of, and with the full concurrence of, the Chiefs and Headmen of the country of Kiwendé, Kambwiri, the King, hereby agrees, for the considerations hereinafter mentioned, for himself, his heirs and successors, and on behalf of his people:—

1. To accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, prospect, exploit, dig for, and keep all minerals and metals.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general or public utility, and to give to the Company, absolutely, all commercial privileges of whatsoever kind.

4. Kambwiri further concedes to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Kambwiri further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concessions of land, without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty or alliance made between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

These grants and concessions are to apply to the whole of Kambwiri's country of Kiwendé, extending about 40 miles east, and as much west, of the Loangwa River, in latitude 12° 52′ south, and from 12° 30′ to 13° 10′ south, from north to south.

In consideration of these grants and concessions, Joseph Thomson pays Kambwiri and Salim-bin-Nasser, on the signing of this Treaty, goods to the value of 40*l.*, and for three years after date the Company undertakes and agrees to pay the yearly sum of 400 rupees, to be paid into the hands of Salim-bin-Nasser at such point on Lake Nyasa as may be arranged.

The Company further undertakes to protect the said King and people from all out-

side interference or attacks, and holds its servants responsible for any ill-treatment of the King's native subjects.

(Signed) KAMBWIRI, his × mark.
SALIM-BIN-NASSER (in Arabic).

(For the British South Africa Company),
(Signed) JOSEPH THOMSON.

Witnesses :
(Signed) CHAS. WILSON.
J. A. GRANT.
JUMAH ABUBAKR (in Arabic), *Interpreter*.

Treaty between Katara, the independent Wavisa Chief of Kusa and the Muchinga Mountains, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."

On the 15th September, 1890, in the presence of the Headmen and people of Kusa, Katara, the Chief, hereby agrees, for the considerations hereinafter mentioned, for himself, his heirs and successors, and on behalf of his people :—

1. To accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, prospect, exploit, dig for, and keep all minerals and metals.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Company, absolutely and exclusively, all commercial privileges of whatsoever kind.

4. Katara further concedes to the Company the right to do all such things as are incidental and conducive to the exercise, attainment, and protection of all or any of the rights, powers, and concessions hereby granted.

5. Katara further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land, without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty or alliance made between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Katara's country of Kusa, extending from the boundary of Kiwende on the east to Kwananoara, longitude west, on the west, and from south latitude to south latitude from north to south.

In consideration of these grants and concessions, Katara accepts a present of goods to the value of 20*l*., and is content to leave the question of future compensation in the hands of the Company.

(Signed) KATARA, his × mark.

(For the British South Africa Company),
(Signed) JOSEPH THOMSON.

Witnesses :
(Signed) CHAS. WILSON.
J. A. GRANT.
JUMAH ABUBAKR (in Arabic), *Interpreter*.

Treaty between the independent female Chief Nansara, of the Lobisa district of Mbalala, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called the Company.

On the 22nd September, 1890, in the presence of the Headmen and people of Mbalala, Nansara, the Chief, hereby agrees, for the considerations hereinafter mentioned, for herself, her heirs and successors, and on behalf of her people :—

1. To accept the British flag, and to place herself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, prospect, exploit, dig for, and keep all minerals and metals.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Company, absolutely and exclusively, all commercial privileges of whatsoever kind.

4. Nansara further concedes to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Nansara further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concessions of land, without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty or alliance made between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Nansara's country of Mbalala, extending from the western boundary of Kusa on the east to that of Chitambo's (east longitude 39° 20′) on the west, and from latitude 13° 40′ to latitude 12° 45′ south.

In consideration of these grants and concessions, Nansara is to receive, on signing, goods to the value of 10*l.*, and is content to leave the question of future compensation in the hands of the Company.

(Signed) NANSARA, her × mark.
(For the British South Africa Company),
(Signed) JOSEPH THOMSON.

Witnesses :
(Signed) Chas. Wilson.
Jumah Abubakr (in Arabic), *Interpreter.*

Treaty between Chitambo, Paramount Chief of the district of Kalindé, Bisa Platian, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."

On the 4th October, 1890, in the presence of the Headmen of Kalindé, Chitambo, the Chief, hereby agrees :—

1. To accept the British flag, and to place himself, his heirs and successors, irrevocably under the Protectorate of Great Britain.

2. To grant to Mr. Thomson, for the Company, absolutely and exclusively, all commercial privileges of whatsoever kind.

3. Chitambo further concedes to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

4. Chitambo agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concessions of land, without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty or alliance made between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

5. These grants and concessions are to apply to the whole of Chitambo's country, stretching from the northern boundary of Mbalala to Bangweolo, and from the River Lulimala to the River Luapula, and are to be binding on all his heirs and successors.

In consideration of these grants, Chitambo receives goods, on signing, to the value of 20*l.*, and leaves the question of future compensation in the hands of the Company.

(Signed) CHITAMBO, his × mark.
SUNGA (brother of Chitambo), *ditto.*
(For the British South Africa Company),
(Signed) JOSEPH THOMSON.

Witnesses :
(Signed) Chas. Wilson.
(Signature in Arabic.)

Treaty between Mshiri, Paramount Chief of the B-a-usi country Ilala, east of the Luapula, and of Kawendé on the west side of the Luapula, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."

On the 11th October, 1890, in the presence of his Headmen, Mshiri hereby agrees:—

1. To accept the British flag, and to place himself, his heirs and successors, irrevocably under the Protectorate of Great Britain.

2. To grant to Mr. Thomson, for the Company, absolutely and exclusively, all commercial privileges of whatsoever kind.

3. To concede to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby irrevocably granted.

4. Not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concessions of land, without the consent of the Company in writing, it being understood that that this covenant shall be considered in the light of a Treaty or alliance made between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

5. These grants and concessions are to apply to the whole of Mshiri's possessions of Ilala and Kawendé.

In consideration of these grants, Mshiri agrees to accept for the present goods to the value of 50*l.*, and leaves the question of future compensation to such time as these commercial grants and rights are taken advantage of by the Company.

(Signed) MSHIRI, his × mark.
(For the British South Africa Company),
(Signed) JOSEPH THOMSON.

Witness:
(Signature in Arabic.)

Treaty between Kalonga, Sultan of Eastern Iramba, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."

On the 16th October, 1890, in the presence of the Headmen and people of Eastern Iramba, Kalonga, the Sultan, hereby agrees, for himself, his heirs and successors, and on behalf of his people:—

1. To accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, prospect, exploit, dig for, and keep all minerals and metals.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Company, absolutely and exclusively, all commercial privileges of whatsoever kind.

4. Kalonga further concedes to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Kalonga further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concessions of land, without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty or alliance made between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Kalonga's country of Eastern Iramba.

In consideration of these grants and concessions, Kalonga accepts a present of goods to the value of 50*l.*, and the Company agrees to pay Kalonga annually the sum of 50*l.*, to commence when practical advantage is taken of the commercial clauses of this Treaty.

(Signed) KALONGA, his × mark.
(For the British South Africa Company),
(Signed) JOSEPH THOMSON.

Witnesses:
(Signed) J. A. GRANT.
CHAS. WILSON.
JUMAH ABUBAKR (in Arabic), *Interpreter.*

Treaty between Simesi, Sultan of Western Iramba, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."

On the 18th October, 1890, in the presence of the Headmen and people of Western Iramba, Simesi, the Sultan, hereby agrees, for himself, his heirs and successors, and on behalf of his people:—

1. To accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, prospect, exploit, dig for, and keep all minerals and metals.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Company, absolutely and exclusively, all commercial privileges of whatsoever kind.

4. Simesi further concedes to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Simesi further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land, without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Simesi's country of Western Iramba.

In consideration of these grants and concessions, the Company agrees to pay Simesi, on the signing of this Treaty, goods to the value of 50*l.*, and the annual sum of 50*l.*, to commence on practical advantage being taken of the commercial clauses of this Treaty.

(Signed) SIMESI, his × mark.
(For the British South Africa Company),
(Signed) JOSEPH THOMSON.

Witnesses:
(Signed) J. A. GRANT.
CHAS. WILSON.
JUMAH ABUBAKR (in Arabic), *Interpreter.*

Treaty between Mquemba, Sultan of Central Iramba, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."

On the 26th October, 1890, in the presence of the Headmen and people of Central Iramba, Mquemba, the Sultan, hereby agrees, for himself, his heirs and successors, and on behalf of his people:—

1. To accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, prospect, exploit, dig for, and keep all minerals and metals.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Company, absolutely and exclusively, all commercial privileges of whatsoever kind.

4. Mquemba further concedes to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Mquemba further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land, without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Sultan and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Central Iramba lying along the watershed of the Kafué and Luapula Rivers.

7. In consideration of these grants and concessions, the Company agrees to pay Mquemba, on the signing of this Treaty, goods to the value of 60*l.*, and the annual sum of 50*l.*, to commence on practical advantage being taken of the commercial clauses of this Treaty.

(Signed) MQUEMBA, his × mark.
(For the British South Africa Company),
(Signed) JOSEPH THOMSON.

Witnesses:
(Signed) CHAS. WILSON.
JUMAH ABUBAKR (in Arabic), *Interpreter.*

Treaty between Mshiri, Chief of Southern Iramba, occupying the Upper Lusefwa River Basin, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."

On the 5th November, 1890, in the presence of the Headmen and people of Southern Iramba, Mshiri, the Chief, hereby agrees, for himself, his heirs and successors, and on behalf of his people:—

1. To accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, prospect, exploit, dig for, and keep all minerals and metals.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Company, absolutely and exclusively, all commercial privileges of whatsoever kind.

4. Mshiri further concedes to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Mshiri further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land, without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Southern Iramba ying in the upper basin of the River Lusefwa, one of the western tributaries of the Loangwa.

In consideration of these grants and concessions, the Company agrees to pay Mshiri, on the signing of this Treaty, goods to the amount of 10*l.*, and the annual sum of 20*l.*, to commence on practical advantage being taken of the commercial or mining clauses of this Treaty.

(Signed) MSHIRI, his × mark.
(For the British South Africa Company),
(Signed) JOSEPH THOMSON.

Treaty between Chipepo, Sultan of Urenjé (a country occupying the middle basin o the Lukanga River and the upper basin of the Mulungushi as far south as latitude 14° 50′ south), and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."

On the 12th November, 1890, in the presence of the Headmen of Urenjé, Chipepo, the Sultan, hereby agrees, for himself, his heirs and successors, and on behalf of his people:—

1. To accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, prospect, exploit, dig for, and keep all minerals and metals.

3. To grant the sole right to construct, improve, equip, work, and manage all kinds of public works and conveniences of general and public utility, and to give to the Company, absolutely and exclusively, all commercial privileges of whatsoever kind.

4. Chipepo further concedes to the Company the right to do all those things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Chipepo further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land, without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Sultan and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Urenjé.

In consideration of these grants and concessions, the Company, on the other hand, agrees to seek the earliest opportunity—

(1.) To relieve Chipepo and his people from the tyranny of the Portuguese half-caste ivory and slave hunters who keep them in constant fear of their lives and property.

(2.) To pay Chipepo, on the signing of this Treaty, goods to the value of 20*l.*, and the annual sum of 20*l.*, to commence on practical advantage being taken of the commercial or mining clauses of this Treaty.

(Signed) CHIPEPO, his × mark.
(For the British South Africa Company),
(Signed) JOSEPH THOMSON

Witness:
(Signed) JUMAH ABUBAKR (in Arabic), *Interpreter.*

Treaty between Kanyesha, of South-western Ilala, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."

On the 22nd November, 1890, in the presence of the Headmen and people of South-western Ilala, Kanyesha, the Chief, hereby agrees, for himself, his heirs and successors, and on behalf of his people:—

1. To accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, prospect, exploit, dig for, and keep all minerals and metals.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Company, absolutely and exclusively, all commercial privileges of whatsoever kind.

4. Kanyesha further concedes to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Kanyesha further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land, without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of South-western Ilala.

In consideration of these grants and concessions, the Company agrees to pay Kanyesha, on the signing of this Treaty, goods to the value of 20*l.*, and the annual sum of 15*l.* on practical advantage being taken of the commercial clauses of this Treaty.

(Signed) KANYESHA, his × mark.
(For the British South Africa Company),
(Signed) JOSEPH THOMSON.

Witnesses:
(Signed) CHAS. WILSON.
J. A. GRANT.

Treaty between Chavira, Chief of Western Senga, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."

On the 25th November, 1890, in the presence of the Headmen and people of Western Senga, Chavira, the Chief, hereby agrees, for himself, his heirs and successors, and on behalf of his people:—

1. To accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, exploit, dig for, and keep all minerals and metals.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Company, absolutely and exclusively, all commercial privileges of whatsoever kind.

4. Chavira further concedes to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Chavira further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land, without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Chief and people, and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Western Senga.

In consideration of these grants and concessions, the Company agrees to pay Chavira, on the signing of this Treaty, goods to the value of 20*l.*, and the annual sum of 15*l.* on practical advantage being taken of the commercial clauses of this Treaty.

(Signed) CHAVIRA, his × mark.

(For the British South Africa Company),

(Signed) JOSEPH THOMSON.

Witnesses:

(Signed) CHAS. WILSON.
J. A. GRANT.
JUMAH ABUBAKR (in Arabic), *Interpreter*.

Treaty between Chavira, of South-eastern Ilala, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."

On the 25th November, 1890, in the presence of the Headmen and people of South-eastern Ilala, Chavira, the Chief, hereby agrees, for himself, his heirs and successors, and on behalf of his people:—

1. To accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, prospect, exploit, dig for, and keep all minerals and metals.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Company, absolutely and exclusively, all commercial privileges of whatsoever kind.

4. Chavira further concedes to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Chavira further agrees not to enter enter into any Treaty or alliance with any other person, Company, or State, or to grant any concessions of land, without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of South-eastern Ilala.

In consideration of these grants and concessions, the Company agrees to pay Chavira, on the signing of this Treaty, goods to the value of 20*l.*, and the annual

sum of 15*l.* on practical advantage being taken of the commercial clauses of this Treaty.

(Signed) CHAVIRA, his × mark.
(For the British South Africa Company),
(Signed) JOSEPH THOMSON.

Witness:
(Signed) CHAS. WILSON.

Treaty between Chevia and Miembe, Chiefs of Senga, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."

On the 27th November, 1890, in the presence of the Headmen and people of Senga, Chevia and Membe hereby agree, for themselves, their heirs and successors, and on behalf of their people:—

1. To accept the British flag, and to place themselves irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, exploit, dig for, and keep all minerals and metals.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Company, absolutely and exclusively, all commercial privileges of whatsoever kind.

4. Chevia and Miembe further concede to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Chevia and Miembe further agree not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concessions of land, without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Chiefs and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of the said Chief's country of Senga.

In consideration of these grants and concessions, the Company agrees to pay Chevia and Miembe, jointly, on the signing of this Treaty, goods to the value of 25*l.*, and the annual sum of 20*l.* on practical advantage being taken of the commercial clauses of this Treaty.

(Signed) MIEMBE, his × mark.
CHEVIA, *ditto.*
(For the British South Africa Company),
(Signed) JOSEPH THOMSON.

Witnesses:
(Signed) CHAS. WILSON.
J. A. GRANT.
JUMAH ABUBAKR (in Arabic), *Interpreter.*

Inclosure 2 in No. 1.

(B.)

Certificate of Claim of the British South Africa Chartered Company to the sole Mining Rights and other Privileges in the Territories of Lunda, Itawa, Awemba, Busenga, &c., British Central Africa.

I, HENRY HAMILTON JOHNSTON, Esq., Companion of the Most Honourable Order of the Bath, Her Majesty's Commissioner and Consul-General for the territories under British influence north of the Zambezi, &c., being authorized by Her Majesty's

Government to inquire into and settle all land claims within the territories under British influence north of the Zambezi, and to grant to all claimants whose titles shall be proved to be true and just a certificate to that effect under my hand and seal, specifying the extent of land over which the claim extends, and the exact nature of the claim, together with any limitations, restrictions, or conditions which I may think fit to attach to this recognition, the said certificate then becoming a voucher for the legality of the claim, do hereby certify that I have inquired into the claim of the British South Africa Company (Chartered and Limited) to have obtained from a number of ruling and independent Chiefs in British Central Africa the following exclusive rights and privileges granted to it solely, absolutely, and entirely :—

1. To search, prospect, exploit, dig for, and keep all minerals and metals.

2. To construct, improve, work, manage, and control public works and conveniences of all kinds, including railways, tramways, docks, harbours, roads, bridges, piers, wharves, canals, reservoirs, waterworks, embankments, viaducts, irrigations, reclamations, improvements, sewage, drainage, sanitary, water, gas, electric, or any other mode of light, telephonic, telegraphic power supply, and all other works and conveniences of general or public utility.

3. To carry on the business of miners, quarry-owners, metallurgists, mechanical engineers, iron-founders, builders and contractors, ship-owners, ship-builders, brick-makers, and warehousemen, merchants, importers, exporters, and to buy, sell, and deal in goods or property of all kinds.

4. To carry on the business of banking in all its branches.

5. To buy, sell, refine, manipulate, mint, and deal in bullion, specie, coin, and precious metals.

6. To manufacture and import arms and ammunition of all kinds.

7. To do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

The said rights and privileges as above enumerated being claimed by the said British South Africa Company (Chartered and Limited) in virtue of a number of Treaties and compacts concluded by them through their agents, to wit :—

No. 1. A Treaty with Kazembe, Paramount Chief of the Eastern branch of the Lunda people, dated the 30th September, 1890.

No. 2. A Treaty with Nsama, Paramount Chief or King of the Awemba (Babemba) people and of the Itawa country, dated the 15th December, 1890.

No. 3. A Treaty with Muliro, Chief of a portion of Sengaland, in the southern basin of the Luangwa (Loangwa or Aroangwa) River, dated the 24th July, 1891.

No. 4. A Treaty with Tshuzumba, Paramount Chief of the country of Kayanga, in the north central part of the Luangwa Basin, dated the 21st July, 1891.

No. 5. A Treaty with Koza, Paramount Chief of the country of Tombe, in the northern part of the Luangwa Basin, dated the 20th July, 1891.

No. 6. A Treaty with Endole, Paramount Chief of the country of Sangawe, in the central part of the Luangwa Basin, dated the 17th July, 1891.

Together with similar privileges obtained through Treaties concluded by the African Lakes Company (Limited), and transferred by them to the British South Africa Company (Chartered and Limited). [The said Treaties have received separate confirmation at my hands.]

And I further certify that I have ascertained that no valid counter-claims exist to the possession and exercise by the British South Africa Company (Chartered and Limited) of the afore-mentioned rights and privileges, and that the grantors of the said rights and privileges were the sole and only rightful owners of the land over which the said rights and privileges are to be exercised. Therefore I declare the above-mentioned claim of the British South Africa Company (Chartered and Limited) to exercise the said rights and privileges as above enumerated to be established and to be recognized as legal and valid by the Government of Her Britannic Majesty, under the following conditions :—

1. That the boundaries of the whole extent of territory over which these rights and privileges are to be exercised in virtue of the Treaties as above enumerated shall be as follows :

Commencing at a point on the south coast of Lake Tanganyika where the said coast is intersected by the 31st degree of east longitude, the boundary of the said territory shall follow the 31st degree of east longitude as far south as its intersection with the 9th parallel of south latitude; it shall then follow eastwards the 9th parallel of south latitude until the said parallel crosses the crest of the Sunzu or Lusunzu Mountains, viz., the water-parting between the watersheds of the streams flowing into the Rivers Saisi and Tshambezi and the watershed of those flowing into Lake Tanganyika. From this intersection of the crest of the Sunzu Mountains by the 9th parallel the boundary shall turn in a southerly direction, and follow southwards the said water-parting between the Rivers of Lake Tanganyika and the streams flowing into the Saisi and Tshambezi until it crosses the 9° 30′ parallel of south latitude; it shall then follow the 9° 30′ parallel of south latitude eastwards until it touches the western boundary of the African Lakes Company's Inyamwanga (Nyasa-Tanganyika road) estate, and shall then run southwards conterminously with the western boundary of the said estate till it is cut by the 33rd degree of east longitude. The boundary of the said territory shall then follow the 33° east longitude northwards till it reaches the right bank of the River Songwe, and after this shall follow the right bank of the Songwe down stream till it reaches the confluence of a certain rivulet which enters the right bank of the River Songwe near the village of Tshinga; it shall then follow the left bank of the said rivulet up stream to its source, and from its source shall strike due south to the water-parting between the streams flowing into the basin of the Great River Luangwa (Loangwa or Aroangwa) and those flowing into Lake Nyasa, and shall follow the line of this water-parting southwards till it reaches the Anglo-Portuguese frontier as laid down in the Convention of the 11th June, 1891. The boundary of the said territory shall then follow the said Anglo-Portuguese frontier southwards to the left bank of the Great Luangwa River, and thence shall be continued along the left bank of the said Great Luangwa River up stream to its confluence with the Lukusuzi (Rukusuzi) River which enters the said Great Luangwa on its left bank. The boundary shall then cross the said Great Luangwa River and be carried along a straight line drawn from the confluence of the said Great Luangwa and Lukusuzi Rivers in a north-westerly direction across the marshes of Bangweolo and the Tshambezi (or Luapula) River to a point on the right bank of the Luapula River where the said Luapula is intersected by the 11th degree of south latitude, and from this point the boundary shall follow the median line of the Luapula River up stream, and shall pass through the middle of Lake Mweru to a point where the River Luapula quits the lake on the north, and from this point on the north bank of the Luapula the boundary of the said territory shall strike due north to the 8° 30′ parallel of south latitude, and shall then follow the said 8° 30′ of south latitude eastwards till the said parallel cuts the western shore of the Great Mweru Salt Swamp. It shall then follow the northern coast of the Great Mweru Salt Swamp to its most northern point, and from this point shall be carried along a straight line in a north-easterly direction to Cape Akalunga on the northern side of Cameron Bay on Lake Tanganyika; and from this point the boundary of the said territory shall continue southwards along the coast of Lake Tanganyika until it reaches the starting-point.

2. That on all precious metals and precious stones obtained by the British South Africa Company (Chartered and Limited) under the privileges accorded to it by the Treaties above enumerated a royalty not exceeding 1 per cent. *ad valorem* shall be paid to the Paramount Chief in whose country the said precious metals or precious stones are obtained; that is to say, to the Chief recognized by Her Britannic Majesty's Government as the Paramount Chief over such country. The British South Africa Company (Chartered and Limited) may, however, if the Chief of such country is willing, be permitted to compound for the payment of such royalty by agreeing to pay in lieu thereof a fixed annuity to the said Paramount Chief. This condition as to the payment of a royalty or annuity is to be the sole amount of the indebtedness of the British South Africa Company (Chartered and Limited) in regard to the signatory Chiefs above enumerated.

3. That over such portion of the territory as above defined as may lie within the Conventional free trade area described in the General Act of the West African Conference signed at Berlin in 1885, none of these claims as above enumerated shall be exercised in a manner contrary to the provisions of the said General Act of the West African Conference held at Berlin in 1885; and the sixth in the list of rights and privileges enumerated (that of manufacturing and importing arms and ammunition) shall in no way whatever be exercised in a manner contrary to the provisions of the Brussels Act of 1890.

And in witness to the validity of the above-mentioned claim of the said British South Africa Company (Chartered and Limited), subject to the foregoing three conditions, I have hereunto set my hand and seal this 25th day of September, 1893.

(Signed) HENRY HAMILTON JOHNSTON,
Her Majesty's Commissioner and Consul-General.

(Seal.)

Signed, sealed, and delivered by the within-named Henry Hamilton Johnston, in my presence, this 25th day of September, 1893.

(Signed) J. F. CUNNINGHAM.

Concession and Treaty.

Know all men whom it may concern that a full meeting of the Council of the Kazembe branch of the Lunda people was held at Kazembe's on the 30th day of September, 1890, and it was there agreed that I, Kazembe, the Paramount Chief or King, should enter into this solemn Agreement, and for the considerations hereinafter mentioned should for myself, and my heirs and successors, and on behalf of my said nation, give and grant unto Alfred Sharpe, in his capacity as the representative of the British South Africa Company, hereinafter called "the Company," the sole, absolute, and entire perpetual right and power to do the following acts over the whole or any portion of the territory of the said nation, or any future extension thereof, including all subject and dependent territories:—

(*a.*) To search, prospect, exploit, dig for, and keep all minerals and metals.

(*b.*) To construct, improve, equip, work, manage, and control public works and conveniences of all kinds, including railways, tramways, docks, harbours, roads, bridges, piers, wharves, canals, reservoirs, waterworks, embankments, viaducts, irrigations, reclamation, improvement, sewage, drainage, sanitary, water, gas, electric, or any other mode of light, telephonic, telegraphic power supply, and all other works and conveniences of general or public utility.

(*c.*) To carry on business of miners, quarry-owners, metallurgists, mechanical engineers, iron-founders, builders and contractors, ship-owners, ship-builders, brick-makers, warehousemen, merchants, importers, exporters, and to buy, sell, and deal in goods or property of all kinds.

(*d.*) To carry on the business of banking in all its branches.

(*e.*) To buy, sell, refine, manipulate, mint, and deal in bullion, specie, coin, and precious metals.

(*f.*) To manufacture and import arms and ammunition of all kinds.

(*g.*) To do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

And I further agree and bind myself and my successors and nation not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concessions of land, without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty or alliance made between the said nation and the Government of Her Britannic Majesty Queen Victoria; and in consideration hereof, I, Alfred Sharpe, on behalf of the Company, hereby undertake and agree to protect the said King and nation from all outside interference or attacks, and to support and maintain the said Chief and his lawful successors in the constitutional maintenance and exercise over his subjects of his powers and authority.

And the Company hereby undertakes to hold its servants liable for any ill-treatment or interference with any of the King's native subjects, and the Company further hereby agrees and undertakes, in token of the amicable and friendly relations subsisting between the King and the Company, to appoint and maintain in the said territory a British Resident, with a suitable retinue and suite of British subjects, and an escort of British police, for the due maintenance of law and order within the said territory.

The Company further hereby agrees that it will, under the King's supervision and authority, aid and assist in the establishment and propagation of the Christian religion, and the education and civilization of the native subjects of the King, by the establishment, maintenance, and endowment of such churches, schools, and trading stations as may be from time to time mutually agreed upon by the King and the Resident hereinbefore mentioned, and by the extension and equipment of telegraphs, and of services of postal and transport communications. And the Company, lastly, undertakes and agrees

to pay to the said Chief or King, and his successors in perpetuity, an annual sum of 25*l.*, or the equivalent thereof in trading goods, at the option of the King.

(Signed) KAZEMBE, his × mark, *King or Chief of Kazembe.*

ALFRED SHARPE, *Representative of the British South Africa Company.*

In the presence of—

(Signed) BANDAWE, his × mark, *Native of Blantyre, Shiré Highlands.*

I, Alfred Sharpe, hereby make oath and declare that this Agreement was accurately translated and explained to the said Kazembe by the witness Bandawe in the Kiswahili language.

(Signed) ALFRED SHARPE,
Solicitor of the Supreme Court of Westminster.

Concession and Treaty.

Know all men whom it may concern that a full meeting of the Council of the Itawa branch of the Awemba people was held at Nsama's on the 15th day of December, 1890, and it was there agreed that I, Nsama, the Paramount Chief or King, should enter into this solemn Agreement, and, for the consideration hereinafter mentioned, should, for myself and my heirs and successors, and on behalf of my said nation, give and grant unto Alfred Sharpe, in his capacity as the representative of the British South Africa Company, hereinafter called "the Company," the sole, absolute, and entire perpetual right and power to the following acts over the whole or any portion of the territory of the said nation, or any future extension thereof, including all subject and dependent territories:—

(*a.*) To search, prospect, exploit, dig for, and keep all minerals and metals.

(*b.*) To construct, improve, equip, work, manage, and control public works and conveniences of all kinds, including railways, tramways, docks, harbours, roads, bridges, piers, wharves, canals, reservoirs, waterworks, embankments, viaducts, irrigations, reclamation, improvement, sewage, drainage, sanitary, water, gas, electric, or any other mode of light, telephonic, telegraphic power supply, and all other works and conveniences of general or public utility.

(*c.*) To carry on business of miners, quarry-owners, metallurgists, mechanical engineers, iron-founders, builders and contractors, ship-owners, ship-builders, brick-makers, warehousemen, merchants, importers, exporters, and to buy, sell, and trade in goods or property of all kinds.

(*d.*) To carry on the business of banking in all its branches.

(*e.*) To buy, sell, refine, manipulate, mint, and deal in bullion, specie, coin, and precious metals.

(*f.*) To manufacture and import arms and ammunition of all kinds.

(*g.*) To do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

And I further agree and bind myself and my successors and nation not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concessions of land, without the consent of the Company in writing.

It being understood that this covenant shall be considered in the light of a Treaty or alliance made between the said nation and the Government of Her Britannic Majesty Queen Victoria, and in consideration hereof, I, Alfred Sharpe, on behalf of the Company, hereby undertake and agree to protect the said King and nation from all outside interference or attacks, and to support and maintain the said Chief and his lawful successors in the constitutional maintenance and exercise over his subjects of his powers and authority. And the Company hereby undertakes to hold its servants liable for any ill-treatment or interference with any of the King's native subjects. And the Company further hereby agrees and undertakes, in token of the amicable and friendly relations subsisting between the King and the Company, to appoint and maintain in the said territory a British Resident, with a suitable retinue and suite of British subjects, and an escort of British police for the due maintenance of law and order within the said territory. The Company further hereby agrees that it will, under the King's supervision and authority, aid and assist in the establishment and propagation of the Christian

religion, and the education and civilization of the native subjects of the King, by establishment, maintenance, and endowment of such churches, schools, and trading stations as may be from time to time mutually agreed upon by the King and the Resident hereinbefore mentioned, and by the extension and equipment of telegraphs, and of services of postal and transport communications. And the Company, lastly, undertakes and agrees to pay to the said Chief or King, and his successors in perpetuity, an annual sum of 25*l.*, or the equivalent thereof in trading goods, at the option of the King.

(Signed) NSAMA, his × mark, *King or Chief of Itawa.*
ALFRED SHARPE, *Representative of the British South Africa Company.*

In the presence of—
(Signed) PONDERA, his × mark, *Native of Liendwe, Tanganyika.*

I, Alfred Sharpe, hereby make oath and declare that this Agreement was accurately translated and explained to the said Nsama by the witness Pondera in the Ki-Lundu language.

(Signed) ALFRED SHARPE,
Solicitor of the Supreme Court of Westminster.

Mining Concession.

I, the undersigned Muliro, Chief of a portion of Sengaland, do hereby concede to the Royal British South Africa Chartered Company (Limited) exclusive mining rights over the extent of territory which by right belongs to me, and which is bounded as follows :—

On the west by the Loangwa River.
On the north by south latitude 14° (or thereabouts).
On the east by Mpeseni's and Undi's countries.
On the south by south latitude 15° (or thereabouts).

(Signed) MULIRO, his × mark.

Witnesses to signature :
(Signed) JAMES MELDRUM.
DAVID BIWI, his × mark.

Also all such mining rights over the country in which I am now living, on the west side of the Loangwa River, as may have been acquired by me by occupation.

(Signed) MULIRO, his × mark.

Witnesses to signature :
(Signed) JAMES MELDRUM.
DAVID BIWI, his × mark.

I, the Undersigned, do swear that I have truly and honestly interpreted the terms of the foregoing Concessions to the Chief Muliro, in the Achawa language, and that he has signed this document in full knowledge of its contents.

(Signed) DAVID BIWI, his × mark.

Witness :
(Signed) ALFRED SHARPE.

Agreement between Chuzumba, Paramount Chief of the country of Kayanga, of the first part, and Gilbert Stevenson, in his capacity as Representative of the African Lakes Company (Limited), hereafter called "the Company," of the second part.

Done at Kayanga this 21st day of July, 1891.

The first party hereby agrees for himself, his heirs and successors, and on behalf of his people—

1. To grant to the Company the sole right to search for, prospect, exploit, dig for,

mine, and keep all minerals, metals, and precious stones within the said country of Kayanga.

2. To grant to the Company the sole right to erect reduction machinery or appliances in the country of Kayanga.

3. To grant to the Company, absolutely and exclusively, all timber, wood, and water rights (except what are required for native purposes) in the country of Kayanga.

4. To grant the Company all commercial and manufacturing privileges of whatever kind in the country of Kayanga.

5. To grant the Company all agricultural rights in the country of Kayanga. (It being clearly understood by the Company that ample land must be reserved for native villages and gardens.)

6. The first party further concedes to the Company the right to do all such things as are incidental or conducive to the attainment of all or any of the rights, powers, and concessions hereby granted.

7. The first party also agrees not to grant any mineral, agricultural, or trade concessions to any other person, Company, or State, and it is clearly understood that any person or persons wishing to plant, prospect, or trade in the country of Kayanga must have the consent of the Company in writing.

8. In consideration of these grants and concessions, the Company, its heirs, successors, or assignees, agrees to give Chuzumba, his heirs or successors, 5 per cent. of all minerals, metals, and precious stones that the Company, its heirs, successors, or assignees, may take out of the country of Kayanga; or should the Company, its heirs, successors, or assignees, prefer it, the first party, his heirs or successors, agrees to accept a yearly sum of 30*l.* in lieu of the 5 per cent. above mentioned.

9. The country of Kayanga is bounded as follows: on the north by the Limbeza; on the south by Enkana; on the west by the Limpasa, flowing in a southerly direction, and by the Myeze; and on the east by Lake Nyasa.

10. If no advantages are taken of the clauses above mentioned in six years from the signing of this Agreement it becomes null and void.

(Signed) CHUZUMBA, his × mark, *First Party.*
G. STEVENSON, *Second Party.*

Witnesses to signatures:
(Signed) CYANE, his × mark, *Headman.*
KAJAO, *Native of Mandala.*
ANDERU, *Native of Livingstonia.*
MGARE, his × mark, *Native of Karares.*

We, the Undersigned, do solemnly swear that we have faithfully translated the terms of this Agreement to Chuzumba in the Chimjanja language, and that he fully understands its purport and meaning.

Witness our hands at Bandawe, this 3rd day of August, 1891.

(Signed) G. STEVENSON.
ANDERU, *Interpreter.*

Witnesses to signatures:
(Signed) KAJAO.
MGARE, his × mark.

Agreement between Koza, Paramount Chief of the country of Tombe, of the first part, and Gilbert Stevenson, in his capacity as Representative of the African Lakes Company (Limited), hereafter called "the Company," of the second part.

Done at the mouth of the Toto, this 20th day of July, 1891.

The first party here agrees, for himself, his heirs and successors, and on behalf of his people:—

1. To grant to the Company the sole right to search for, prospect, dig for, mine, and keep all minerals, metals, or precious stones within the said country of Tombe.

2. To grant to the Company the sole right to erect reduction works or appliances in the country of Tombe.

3. To grant to the Company, absolutely and exclusively, all timber, wood, and water rights (except what are required for native purposes) in the country of Tombe.

4. To grant the Company all commercial and manufacturing privileges of whatever kind in the country of Tombe.

5. To grant the Company all agricultural rights in the country of Tombe. (It being clearly understood by the Company that ample land must be reserved for native villages and gardens.)

6. Koza further concedes to the Company the right to do all such things as are incidental or conducive to the exercise or attainment of all or any of the rights, powers, and concessions hereby granted.

7. Not to grant any mineral, agricultural, or trading concessions to any other person, Company, or State, and it is clearly understood that any person or persons wishing to plant, prospect, or trade in the country of Tombe must have the consent of the Company in writing.

8. In consideration of these grants and concessions, the Company, its heirs, successors, or assignees, agrees to give Koza, his heirs or successors, 5 per cent. of all minerals, metals, or precious stones that the Company, its heirs, successors, or assignees, may take out of the country of Tombe; or should the Company, its heirs, successors, or assignees, prefer it, Koza agrees to accept an annual sum of 50*l.* in lieu of the 5 per cent. above mentioned.

9. The country of Tombe is bounded as follows: on the south by a line running due west from a point 1 mile south of the Toto (a stream called the Muawya); on the north by the Mataro; on the west by a line running from Mount Kangona on the south to Mount Bamba on the north; on the east by Lake Nyasa.

10. If no advantages are taken of the clauses above mentioned by the Company in six years from the signing of this Agreement it becomes null and void.

Witness our hands:

(Signed) KOZA, his × mark.
G. STEVENSON.

Witnesses to signatures:

(Signed) KAJAO, *Native of Mandala.*
ANDERU, *Native of Livingstonia.*
MALEPA, his × mark, *Headman.*
MGARE, *ditto, Native of Karares.*

We, the Undersigned, do solemnly swear that we have faithfully translated the terms of this Agreement in the Chemganja language to Koza, and that he understands their purport and meaning.

Witness our hands, this 1st day of August, 1891, at Bandawe.

Witness our hands:

(Signed) G. STEVENSON.
KAJAO, *Interpreter.*

Witnesses to signatures:

(Signed) ANDERU.
MGARE, his × mark.

Agreement between Endole, Paramount Chief of the country of Sangawe, of the first part, and Gilbert Stevenson, in his capacity as Representative of the African Lakes Company (Limited), hereafter called "the Company," of the second part.

Done at Sangawe this 17th day of July, 1891.

The first party agrees hereby, for himself, his heirs and successors, and on behalf of his people:—

1. To grant to the Company the sole right to search for, prospect, exploit, dig for, mine, and keep all minerals, metals, or precious stones within the said country of Sangawe.

2. To grant to the Company the sole right to erect reduction works or appliances in the country of Sangawe.

3. To grant to the Company, absolutely and exclusively, all timber, wood, and water rights (except what are required for native purposes) in the country of Sangawe.

4. To grant the Company all commercial and manufacturing privileges of whatever kind in the country of Sangawe.

5. To grant the Company all agricultural rights in the country of Sangawe. (It being clearly understood by the Company that ample land must be reserved for native villages and gardens.)

6. Endole further concedes to the Company the right to do all such things as are

incidental or conducive to the exercise or attainment of all or any of the rights, powers, and concessions hereby granted.

7. Not to grant any mineral, agricultural, or trading concessions to any other person, Company, or State, and it is clearly understood that any person or persons wishing to plant, prospect, or trade in the country of Sangawe must have the consent of the Company in writing.

8. The country of Sangawe is bounded as follows: on the north by a line running inland 1 mile south of the Toto; on the south by the Kanzarewana; on the west by a line running parallel to Lake Nyasa 10 miles inland from that lake, starting from a point 10 miles due west of the said line, 1 mile south of the Toto on the north to a spot 10 miles due west of the Kanzarewana on the south; on the east by Lake Nyasa.

9. In consideration of these grants and concessions, the Company, its heirs, successors, or assignees, agrees to give to Endole, his heirs or successors, 5 per cent. of all minerals, metals, or precious stones that the Company, its heirs, successors, or assignees, may take out of Sangawe; or should the Company, its heirs, successors, or assignees prefer it, the first party agrees to accept an annual sum of 50*l.* in lieu of the 5 per cent. above mentioned.

10. If no advantages are taken of the clauses above mentioned by the Company in six years from the signing of this Agreement it becomes null and void.

Witness our hands:

(Signed) ENDOLE, his × mark.
G. STEVENSON.

Witnesses to signatures:

(Signed) ANDERU, *Native of Livingstonia.*
KAJAO, *Native of Mandala.*
MYLIMA, his × mark, *Headman.*
CHIOKO, *ditto, ditto.*
MGARE, *ditto, Native of Karares.*

We, the Undersigned, do solemnly swear that we have faithfully explained and translated the terms of this Agreement to Endole, in the presence of his Headmen, in the Chemganja language.

Witness our hands at Bandawe, Lake Nyasa, this 1st day of August, 1891.

(Signed) G. STEVENSON.
ANDERU, *Interpreter.*

Witnesses to signatures:

(Signed) KAJAO.
MGARE, his × mark.

Inclosure 3 in No. 1.

(C.)

Certificate of Claim of the African Lakes Company to the Tshiromo Estate (No. 2), Ruo District, Shiré Province, British Central Africa.

I, HENRY HAMILTON JOHNSTON, Esq., Companion of the Most Honourable Order of the Bath, Her Majesty's Commissioner and Consul-General for the territories under British influence north of the Zambezi, &c., being authorized by Her Majesty's Government to inquire into and settle all land claims within the territories under British influence north of the Zambezi, and to grant to all claimants whose titles shall be proved to be true and just a certificate to that effect under my hand and seal, specifying the extent of land over which the claim extends, and the exact nature of the claim, together with any limitations, restrictions, or conditions which I may think fit to attach to this recognition, the said certificate then becoming a voucher for the legality of the claim, do hereby certify that I have inquired into the claim of the African Lakes Company (Limited) to have purchased an estate in fee simple at Tshiromo, in the Ruo district, Shiré Province, British Central Africa Protectorate, from Mbengwa and his brother Tshitonga, Makololo Chiefs, on the 20th March, 1890; and that having ascertained that

there are no valid counter-claims to its possession, and that the vendors above cited were the sole and only rightful owners of the land on which the said estate was situated, and of which it formed an integral part, I declare the above-mentioned claim of the African Lakes Company (Limited) to be established, and to be recognized as legal and valid by the Government of Her Britannic Majesty under the following conditions:—

1. That the boundaries of the said estate shall be as follows: it shall comprise Plots Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 30, and shall be approximately bounded on the north by the Dzembe Road (running along the south bank of Dzembe Creek) from its junction with the quay or public way running along the left bank of the Shiré, to its junction with the O'Neill Road; on the east by the western side of the O'Neill Road and by the western side of Ruo Road; on the south by the River Ruo as far as the boundary of Plot 1 (the Government estate known as the Naval Reserve); and on the west by the said Plot 1 and by the quay or public way along the left bank of the River Shiré, excluding, however, the existing public roads, to wit: the public quay along the Shiré River, left bank (not exceeding 100 feet at broadest), Lake Road (not exceeding 75 feet in breadth), Hawes Road (not exceeding 75 feet in breadth), Buchanan Road (not exceeding 75 feet in breadth), Maguire Road (not exceeding 75 feet in breadth), Ruo Road (not exceeding 50 feet in breadth), O'Neill Road (not exceeding 25 feet in breadth), Moir Road (not exceeding 25 feet in breadth), Laws Road (not exceeding 25 feet in breadth), Scott Lane (not exceeding 12½ feet in breadth), Sharrer Lane (not exceeding 12½ feet in breadth), Dzembe Road (not exceeding 50 feet in breadth). The above-named public roads are to be considered the property of Her Majesty the Queen of Great Britain and Ireland, Empress of India.

[*Note.*—The claims of the African Lakes Company over Plots 2, 3, 4, 25, and 26 have already been transferred to the Crown.—H. H. J., L. M. F.]

2. That the said African Lakes Company (Limited) shall pay the cost of surveying the said estate according to the scale of charges fixed by Her Majesty's Commissioner and Consul-General, and approved by Her Majesty's Government; the plan made by the said survey, and approved by Her Majesty's Commissioner and Consul-General, to be attached by the Consular seal to this certificate of claim, and constitute in common with the definition of boundaries herein given the only valid and legal evidence as to the extent of the said estate.

3. That no native village or plantation existing at the date of this certificate on the said estate shall be disturbed or removed without the consent in writing of Her Majesty's Commissioner and Consul-General; but when such consent shall have been given, the sites of such villages or plantations shall revert to the proprietor of the said estate. No natives can make other and new villages or plantations on the said estate without the prior consent of the proprietor.

4. That on all minerals, metals, and precious stones obtained from the said estate a royalty of 5 per cent. *ad valorem* shall be paid to Her Majesty's Government.

5. That Her Majesty's Government shall at all times have the right to make roads, railways, or canals for the public use across any part of the said estate without compensation; provided that such roads, railways, or canals do not alienate more than a hundredth part of the entire area of the said estate, that compensation is paid for the disturbance of growing crops or of buildings, and that the cost of the upkeep of such roads, railways, or canals falls on the Government, and not on the proprietor of the said estate.

6. That Her Majesty's Government retains the right of control over all running and stagnant water the extent of which is not wholly included within the boundaries of the said estate.

And in witness to the validity of the above-mentioned claim of the said African Lakes Company (Limited), subject to the foregoing six conditions, I have hereunto set my hand and seal this 18th day of September, 1893, at Zomba, in the British Central Africa Protectorate.

(Signed) HENRY HAMILTON JOHNSTON,
Her Majesty's Commissioner and Consul-General.

(Seal.)

Signed, sealed, and delivered by the within-named Henry Hamilton Johnston in my presence, this 18th day of September, 1893.

(Signed) J. F. CUNNINGHAM.

I, Low Monteith Fotheringham, Manager of the African Lakes Company, on behalf of the African Lakes Company (Limited), do hereby agree to the foregoing six conditions which are attached to this recognition of their claim.

On behalf of the African Lakes Company (Limited),
(Signed) LOW MONTEITH FOTHERINGHAM.

(Seal.)

Signed, sealed, and delivered by the within-named Low Monteith Fotheringham, on behalf of the African Lakes Company (Limited), in my presence, this 28th day of September, 1893.

(Signed) J. F. CUNNINGHAM.

This certificate is subject to the following documents:—

September 28, 1893.—Transfer: African Lakes Company to British South Africa Company (No. 36, p. 6, Registry, Blantyre).

September 28, 1893.—Transfer: British South Africa Company to African Lakes Company (No. 37, p. 7, Registry, Blantyre).

(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner and Consul-General.

Inclosure 4 in No. 1.

(D.)

Certificate of Claim of the African Lakes Company to the Namonde Estate, Mlanje District, Shiré Province, British Central Africa.

I, HENRY HAMILTON JOHNSTON, Esq., Companion of the Most Honourable Order of the Bath, Her Majesty's Commissioner and Consul-General for the territories under British influence north of the Zambezi, &c., being authorized by Her Majesty's Government to inquire into and settle all land claims within the territories under British influence north of the Zambezi, and to grant to all claimants whose titles shall be proved to be true and just a certificate to that effect under my hand and seal, specifying the extent of land over which the claim extends, and the exact nature of the claim, together with any limitations, restrictions, or conditions which I may think fit to attach to this recognition, the said certificate then becoming a voucher for the legality of the claim, do hereby certify that I have inquired into the claim of the African Lakes Company (Limited) to have purchased an estate in fee simple on the western slopes of Mount Mlanje, in the Mlanje district, Shiré Province, British Central Africa Protectorate, from Namonde, a Yao Chief dwelling on the north-west flank of Mount Mlanje, on the 9th April, 1891; and that having ascertained that there are no valid counter-claims to its possession, and that the vendor above cited is the sole and only rightful owner of the land on which the said estate was situated, and of which it formed an integral part, I declare the above-mentioned claim of the African Lakes Company (Limited) to be established, and to be recognized as legal and valid by the Government of Her Britannic Majesty under the following conditions:—

1. That the boundaries of the said estate shall be as follows:

It shall not exceed 840 acres in extent, and shall be bounded on the south by the Liuji Stream, and by the boundaries of Mr. Bradshaw's Mount Zion estate, and on the north by the River Likubula, and elsewhere as set forth in the plan executed by Mr. Lloyd, Surveyor to the British Central Africa Administration, and signed by Her Majesty's Commissioner and Consul-General.

2. That the said African Lakes Company (Limited) shall pay the cost of surveying the said estate according to the scale of charges fixed by Her Majesty's Commissioner and Consul-General, and approved by Her Majesty's Government. The plan made by the said survey, and approved by Her Majesty's Commissioner and Consul-General, to be attached by the Consular seal to this certificate of claim, and constitute, in common with the definition of boundaries herein given, the only valid and legal evidence as to the extent of the said estate.

3. That no native village or plantation existing at the date of this certificate on the said estate shall be disturbed or removed without the consent in writing of Her Majesty's Commissioner and Consul-General; but when such consent shall have been given, the sites of such villages or plantations shall revert to the proprietor of the said estate. No natives can make other and new villages or plantations on the said estate without the prior consent of the proprietor.

4. That on all minerals, metals, and precious stones obtained from the the said estate a royalty of 5 per cent. *ad valorem* shall be paid to Her Majesty's Government.

5. That Her Majesty's Government shall at all times have the right to make roads, railways, or canals for the public use across any part of the said estate without compensation, provided that such roads, railways, or canals do not alienate more than one-fifteenth part of the entire area of the said estate, that compensation is paid for the disturbance of growing crops or of buildings, and that the cost of the upkeep of such roads, railways, or canals falls on the Government, and not on the proprietor of the said estate.

6. That Her Majesty's Government retains the right of control over all running and stagnant water the extent of which is not wholly included within the boundaries of the said estate.

And in witness to the validity of the above-mentioned claim of the said African Lakes Company (Limited), subject to the foregoing six conditions, I have hereunto set my hand and seal this 18th day of September, 1893, at Zomba, in the British Central Africa Protectorate.

(Signed) HENRY HAMILTON JOHNSTON,
Her Majesty's Commissioner and Consul-General

(Seal.)

Signed, sealed, and delivered by the within named Henry Hamilton Johnston, in my presence, this 18th day of September, 1893.

(Signed) J. F. CUNNINGHAM.

I, Low Monteith Fotheringham, Manager of the African Lakes Company (Limited), on behalf of the African Lakes Company (Limited), do hereby agree to the foregoing six conditions which are attached to this recognition of their claim.

On behalf of the African Lakes Company (Limited),

(Signed) LOW MONTEITH FOTHERINGHAM.

(Seal.)

Signed, sealed, and delivered by the within named Low Monteith Fotheringham, on behalf of the African Lakes Company (Limited), in my presence, this 28th day of September, 1893.

(Signed) J. F. CUNNINGHAM.

This certificate is subject to the following documents:—

September 28, 1893.—Transfer: African Lakes Company to British South Africa Company (No. 36, p. 6, Registry, Blantyre).

September 28, 1893.—A promise to make over 40 acres free to the Church of Scotland Mission in satisfaction of their counter-claim.

February 13, 1894.—This has since been done. See Cape Office letter. See Political, Nyassaland, No. 44, of 24th January, 1894.

(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner and Consul-General.

Treaty between Namonde, of the one part, and Henry Brown, in his capacity as Representative of the African Lakes Company (Limited), of the other part.

On this 9th day of April, 1891, at Mlanje, in the presence of the Headmen and people of Milamba, the Chief hereby agrees, for himself, his heirs and successors, and on behalf of his people:—

1. To accept the British flag, and to place himself irrevocably under the protection of Great Britain.

2. To grant to the said Company the sole right to search for, prospect; exploit, dig for, and keep all minerals and metals within the said country of Milamba, Mlanje.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the said Company, absolutely and exclusively, all commercial privileges of whatsoever kind; also the sole right to cultivate, build upon, and occupy all the waste land, viz., all the land which is not utilized by the people for crops or villages within the following boundaries: the Kabula to the north, the Tuchilla and Cholu Hill to the west, the Longe River to the south, and the top of Mlanje Mountain to the east.

4. Namonde further concedes to the said Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Namonde further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land, or commercial or other concession, without the consent of the said Company in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Milamba, Mlanje country, within the boundaries above named, and occupied by Namonde, Chief, and his Headmen and people.

In consideration of these grants and concessions, the Company agrees to pay Namonde, on the signing of this Treaty, goods to the value of 10*l.*, viz., 1 cap gun, 4 pieces Bombay calico, 3-4 barrels of gunpowder, 2 boxes of caps, 1 roll brass wire, 1 piece American sheeting, 18 handkerchiefs, 20 yards blue calico, 2 packets Chituaka beads, the receipt whereof is hereby acknowledged.

(Signed) NAMONDE, his × mark.
HENRY BROWN.

Witnesses:

(Signed) FRED. SARAKUSA, his × mark, *Interpreter.*
MACHIRU, *ditto, Headman.*
KATCHWAKA, *ditto, ditto.*
BAKULU, *ditto, ditto.*
NAMA, *ditto, ditto.*

These are to certify that this document has been registered at Her Britannic Majesty's Consulate, Nyasa, and that a duly certified copy exists there.

(Signed) JOHN BUCHANAN,
Her Majesty's Acting Consul.

(Seal.)

Mudi, Consular District of Nyasa, April 24, 1891.

Title-deed No. 3. *Namonde's Country.*

Date.	Goods paid.	Value. £	s.	d.
April 9, 1891 ..	1 cap gun	2	0	0
	4 pieces calico	1	12	0
	3–4 barrels powder	3	0	0
	2 boxes percussion caps	0	5	0
	7 lbs. brass wire	0	10	6
	1 piece American sheeting .. .	1	0	0
	18 handkerchiefs	0	9	0
	20 yards blue calico	0	13	4
	2 packets Chituaka beads	1	1	0
	Total	10	10	10

Inclosure 5 in No. 1.

(E.)

Certificate of Claim of the African Lakes Company to the Mambwe Estate, Tanganyika Province, British Central Africa.

I, HENRY HAMILTON JOHNSTON, Esq., Companion of the Most Honourable Order of the Bath, Her Majesty's Commissioner and Consul-General for the territories under British influence north of the Zambezi, &c., being authorized by Her Majesty's Government to inquire into and settle all land claims within the territories under British influence north of the Zambezi, and to grant to all claimants whose titles shall prove to be true and just a certificate to that effect under my hand and seal, specifying the extent of land over which the claim extends, and the exact nature of the claim, together with any limitations, restrictions, or conditions which I may think fit to attach to this recognition, the said certificate then becoming a voucher for the legality of the claim, do hereby certify that I have inquired into the claim of the African Lakes Company (Limited) to have purchased an estate in fee simple in the Mambwe country on the Nyasa-Tanganyika Plateau, in the Tanganyika Province of British Central Africa, from the Supreme Chief of the Mambwe people, Wangwe Kafola, on the 16th August, 1890; and that having ascertained that there are no valid counter-claims to its possession, and that the vendor above cited was the sole and only rightful owner of the land on which the said estate was situated and of which it formed an integral part, I declare the above-mentioned claim of the African Lakes Company (Limited) to be established and to be recognized as legal and valid by the Government of Her Britannic Majesty, under the following conditions:—

1. That the boundaries of the said estate shall be as follows: on the north, the Anglo-German frontier and the right bank of the River Saïsi from where that river is intersected by the said frontier (near the Urungu country) to the junction of the Saïsi and the Nkana; on the east by the left bank of the Nkana River and by the 32° 35′ meridian of east longitude; on the south by 9° 30′ parallel of south latitude; and on the west by the water-parting between the streams flowing to Lake Tanganyika aud those flowing to the Rivers Saïsi and Tshambezi.

2. That the said African Lakes Company (Limited) shall pay the cost of surveying the said estate according to the scale of charges fixed by Her Majesty's Commissioner and Consul-General and approved by Her Majesty's Government; the plan made by the said survey and approved by Her Majesty's Commissioner and Consul-General to be attached by the Consular seal to this certificate of claim, and constitute in common with the definition of boundaries herein given the only valid and legal evidence as to the extent of the said estate.

3. That no native village or plantation existing at the date of this certificate on the said estate shall be disturbed or removed without the consent in writing of Her Majesty's Commissioner and Consul-General; but when such consent shall have been given, the sites of such villages or plantations shall revert to the proprietor of the said estate. No natives can make other and new villages or plantations on the said estate without the prior consent of the proprietor.

4. That Her Majesty's Government shall at all times have the right to make roads, railways, or canals for the public use across any part of the said estate without compensation; provided that such roads, railways, or canals do not alienate more than one-sixth part of the entire area of the said estate, that compensation is paid for the disturbance of growing crops or of buildings, and that the cost of the upkeep of such roads, railways, or canals falls on the Government and not on the proprietor of the said estate.

5. That Her Majesty's Government retains the right of control over all running and stagnant water the extent of which is not wholly included within the boundaries of the said estate.

And in witness to the validity of the above-mentioned claim of the said African Lakes Company (Limited), subject to the foregoing five conditions, I have hereunto set my hand and seal this 18th day of September, 1893, at Zomba, in the British Central Africa Protectorate.

(Signed) HENRY HAMILTON JOHNSTON,
Her Majesty's Commissioner and Consul-General.

(Seal.)

Signed, sealed, and delivered by the within-named Henry Hamilton Johnston in my presence, this 18th day of September, 1893.

(Signed) JAMES FRANCIS CUNNINGHAM.

I, Low Monteith Fotheringham, Manager of the African Lakes Company (Limited), on behalf of the African Lakes Company (Limited), do hereby agree to the foregoing five conditions which are attached to this recognition of their claim.

On behalf of the African Lakes Company (Limited),

(Signed) LOW MONTEITH FOTHERINGHAM.

(Seal.)

Signed, sealed, and delivered by the within-named Low Monteith Fotheringham, on behalf of the African Lakes Company (Limited), in my presence, this 28th day of September, 1893.

(Signed) J. F. CUNNINGHAM.

This certificate is subject to the following document:—

September 28, 1893.—Transfer: African Lakes Company to British South Africa Company (No. 56, p. 6, Registry, Blantyre).

(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner and Consul-General.

Deed of Cession made at Ndaele, in the Mambwe Country, August 16, 1890.

I, the Undersigned, Wangwe Kafola, Paramount Chief of the Mambwe country, do hereby notify that, in consideration of the payment (50*l.*) in goods paid to me by John Lowe Nicoll, Agent for the African Lakes Company (Limited), acting for and in behalf of the said Company, I, my heirs and successors whomsoever, do hereby, in the presence of my people, cede, transfer, assign, and make over absolutely and for all time coming to the said African Lakes Company, their successors or assignees whomsoever, all and whole the territory within the following boundaries: on the north a line running east and west at 8° 45′ south latitude; on the east the western boundaries of the country of Inyamwanga, or a line running north and south at 30° 15′ east longitude; on the south a line running east and west at 9° 30′ south latitude; and on the west the range of the Losunsu Mountains, or the eastern limits of the country of Ulungu.

I further declare that in the sale of this property I equally make over all mining rights, game preserves, governing rights, taxes, tolls, duties, and privileges of whatever sort or kind may be connected with the territory above referred to.

Witness my hand—

(Signed) WANGWE KAFOLA, his × mark.
JOHN L. NICOLL.

Witnesses to signatures:

(Signed) GLENALL BARTON.
ADAM M'CULLOCH.

We, the Undersigned, do swear that we have truly and honestly translated the terms of this Agreement to the vendor of the territory, in the Kimambwe language, and that he has signed the said Agreement in full understanding of its purpose.

(Signed) ADAM M'CULLOCH.
SAPOLA, his × mark.

(Signed) JOHN L. NICOLL.

These are to certify that this document has been registered at the British Consulate, Nyasa, and that a duly certified copy of it is lodged there.

(Signed) JOHN BUCHANAN,
Her Majesty's Acting Consul.

(Seal.)

British Consulate, Nyasa, June 6, 1891.

Inclosure 6 in No. 1.

(F.)

Certificate of Claim of the African Lakes Company to the Nyasa-Tanganyika Road (Inyamwanga) Estate, Tanganyika Province, British Central Africa.

I, HENRY HAMILTON JOHNSTON, Esq., Companion of the Most Honourable Order of the Bath, Her Majesty's Commissioner and Consul-General for the territories under British influence north of the Zambezi, &c., being authorized by Her Majesty's Government to inquire into and settle all land claims within the territories under British influence north of the Zambezi, and to grant to all claimants whose titles shall be proved to be true and just a certificate to that effect under my hand and seal, specifying the extent of land over which the claim extends, and the exact nature of the claim, together with any limitations, restrictions, or conditions which I may think fit to attach to this recognition, the said certificate then becoming a voucher for the legality of the claim, do hereby certify that I have inquired into the claim of the African Lakes Company (Limited) to have purchased an estate in fee simple along the Nyasa-Tanganyika Road, on the Nyasa-Tanganyika Plateau, in the Tanganyika Province, in British Central Africa, from the Chief Tshikanamalira, the Chief of Inyamwanga, on the 15th January, 1891; and that having ascertained that there are no valid counter-claims to its possession, and that the vendor above cited was the sole and only rightful owner of the land on which the said estate was situated and of which it formed an integral part, I declare the above-mentioned claim of the African Lakes Company (Limited) to be established and to be recognized as legal and valid by the Government of Her Britannic Majesty, under the following conditions:—

1. That the boundaries of the said estate shall be as follows: commencing at a point near or at the village of Mpanza where the Nyasa-Tanganyika Road (sometimes known as the "Stevenson Road") is cut by 33° of east longitude, the boundary of the said estate shall extend north and south from the said point along the 33° of longitude for a distance of 5 miles either way (making a total of 10 miles), and shall then be carried in a westerly direction for a distance of about 55 miles, or until the River Kalisi is reached, being always equidistant 5 miles from either side of the Nyasa-Tanganyika Road north and south; so that the dimensions of the said estate shall be always 10 miles in breadth and approximately 55 miles in length (or the distance which separates the 33° of east longitude from the Kalisi River). The northern and southern boundaries of the said estate shall be drawn parallel to the general course of the Nyasa-Tanganyika Road, but shall not extend south of latitude 9° 45′ or north of 8° 55′; nor shall the said estate be held to include within its limits any land which prior to the date of this certificate has become the property of the Algerian Mission under a deed of purchase executed by Père Van Oost and sanctioned by Her Majesty's Commissioner and Consul-General.

2. That the said African Lakes Company (Limited) shall pay the cost of surveying the said estate according to the scale of charges fixed by Her Majesty's Commissioner and Consul-General and approved by Her Majesty's Government; the plan made by the said survey and approved by Her Majesty's Commissioner and Consul-General to be attached by the Consular seal to this certificate of claim, and constitute in common with the definition of boundaries herein given the only valid and legal evidence as to the extent of the said estate.

3. That no native village or plantation existing at the date of this certificate on the said estate shall be disturbed or removed without the consent in writing of Her Majesty's Commissioner and Consul-General; but when such consent shall have been given, the sites of such villages or plantations shall revert to the proprietor of the said estate. No natives can make other and new villages or plantations on the said estate without the prior consent of the proprietor.

4. That Her Majesty's Government shall at all times have the right to make roads, railways, or canals for the public use across any part of the said estate without compensation; provided that such roads, railways, or canals do not alienate more than one-sixth part of the entire area of the said estate, that compensation is paid for the disturbance of growing crops or of buildings, and that the cost of the upkeep of such roads, railways, or canals falls on the Government and not on the proprietor of the said estate.

5. That Her Majesty's Government retains the right of control over all running and stagnant water the extent of which is not wholly included within the boundaries of the said estate.

And in witness to the validity of the above-mentioned claim of the said African Lakes Compary (Limited), subject to the foregoing five conditions, I have hereunto set my hand and seal this 18th day of September, 1893, at Zomba, in the British Central Africa Protectorate.

(Signed) HENRY HAMILTON JOHNSTON,
Her Majesty's Commissioner and Consul-General.

(Seal.)

Signed, sealed, and delivered by the within-named Henry Hamilton Johnston in my presence, this 18th day of September, 1893.

(Signed) JAMES FRANCIS CUNNINGHAM.

I, Low Monteith Fotheringham, Manager of the African Lakes Company (Limited), on behalf of the African Lakes Company (Limited), do hereby agree to the foregoing five conditions which are attached to this recognition of their claim.

On behalf of the African Lakes Company (Limited),
(Signed) LOW MONTEITH FOTHERINGHAM.

(Seal.)

Signed, sealed, and delivered by the within-named Low Monteith Fotheringham, on behalf of the African Lakes Company (Limited), in my presence, this 28th day of September, 1893.

(Signed) J. F. CUNNINGHAM.

This certificate is subject to the following documents:—
September 28, 1893.—Transfer: African Lakes Company to British South Africa Company (No. 36, p. 6, Registry, Blantyre).
September 28, 1893.—Transfer: British South Africa Company to African Lakes Company (No. 37, p. 7, Registry, Blantyre).

(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner and Consul-General.

Deed of Sale made at Mkoma, in the Inyamwanga Country, January 15, 1891.

I, the Undersigned, Chikanamalira, Paramount Chief of Inyamwanga, in consideration of trade goods to the value of 50*l.* paid to me by John Lowe Nicoll on behalf of the African Lakes Company (Limited) (the receipt whereof I do hereby acknowledge), do hereby, for myself, my heirs and successors, in the presence of my people, cede, transfer, assign, and make over, absolutely and for all time coming, to the said Company, their successors and assigns, a strip of land 10 miles in width, and about 55 miles in length, following the course of the road known as the Stevenson Road, and having 5 miles of its width on either side of the said road, commencing in east longitude 33°, at the village of Mpanza, on the south-east, and terminating on the north-west at the Mkaliso River in east longitude 32° 14′, south latitude 9° 4′, or thereabouts, as delineated in the plan hereon indorsed.

And I further declare that I hereby also transfer, assign, and make over to the said Company all minerals, mining rights, game preserves, taxes, tolls, and duties and privileges of whatsoever sort and kind which appertain to the said piece of land hereby transferred.

Witness my hand—
(Signed) CHIKANAMALIRA, his × mark.
JOHN L. NICOLL.

Witnesses to signatures:
(Signed) ALFRED SHARPE.
MAROTA, *Native of Bandawe.*

I, the Undersigned, do hereby make oath and declare that I have truly and honestly translated the terms of this transfer to the said Chikanamalira in the Kiswahili language, and that he has signed the said transfer in full understanding of its purpose.

(Signed) ALFRED SHARPE,
Solicitor of the Supreme Court of Westminster.

These are to certify that this document has been registered at the British Consulate, Nyasa, and that a duly certified copy of it is lodged there.

(Signed) JOHN BUCHANAN
Her Majesty's Acting Consul.

(Seal.)
British Consulate, Nyasa, June 6, 1891.

Title-deed No. 19. *Stevenson Road, Chikanamalira's Country.*

GOODS PAID.

50*l.* said to be given by J. L. Nicoll, but cannot find details of this amount.

Inclosure 7 in No. 1.

(G.)

Certificate of Claim of the African Lakes Company to the Rights of Pre-emption, Rights of Jurisdiction, and Mining Rights over the Territory of Mwasi Kazungu, in the Tshewa and Tshipeta Countries, Lake Nyasa and Loangwa Provinces, British Central Africa.

I, HENRY HAMILTON JOHNSTON, Esq., Companion of the Most Honourable Order of the Bath, Her Majesty's Commissioner and Consul-General for the territories under British influence north of the Zambezi, &c., being authorized by Her Majesty's Government to inquire into and settle all land claims within the territories under British influence north of the Zambezi, and to grant to all claimants whose titles shall be proved to be true and just a certificate to that effect under my hand and seal, specifying the extent of land over which the claim extends, and the exact nature of the claim, together with any limitations, restrictions, or conditions which I may think fit to attach to this recognition, the said certificate then becoming a voucher for the legality of the claim, do hereby certify that I have inquired into the claim of the African Lakes Company (Limited) and the British South Africa Chartered Company to have purchased rights of pre-emption, rights of jurisdiction, and mining rights over the whole country of Mwasi Kazungu (the Tshewa and Tshipeta territories west of Lake Nyasa) lying within the British sphere of influence north of the Zambezi, and in the British Central Africa Protectorate, from Mwasi Kazungu (or Kasungu), the Supreme Chief over all the A-Tshewa and A-Tshipeta peoples, on the 17th September, 1885,* and on subsequent occasions in 1889 and 1890;† and that having ascertained that there are no valid counter-claims to the possession of those rights, and that the vendor above cited was the sole and only rightful owner of the land over which the said rights extend, I declare the above-mentioned claim of the African Lakes Company (Limited) and the British South Africa Chartered Company to exercise rights of pre-emption, mining, and jurisdiction over the whole of Mwasi Kazungu's country to be established and to be recognized as legal and valid by the Government of Her Britannic Majesty, under the following conditions:—

1. That the boundaries of the said Mwasi Kazungu's country shall be as follows:—

On the north, the south or right bank of the Luangwa River which flows into Lake Nyasa from the point where it is cut by the 33° 40′ meridian of east longitude up stream to its source, and from the source of the (Nyasa) Luangwa, a line drawn due west to the crest of the mountains in which this stream rises; on the east by the 33° 40′ meridian of east longitude; on the south by the Anglo-Portuguese frontier as defined in the Convention of the 11th June, 1891; and on the west by the line of water-parting dividing the watersheds of the Zambezi and of Lake Nyasa from the watershed of the Great Luangwa (Loangwa, or Aroangwa) River (which enters the Zambezi near Zumbo).

2. That in regard to such part of Mwasi Kazungu's territory as lies within the limits of the British Central Africa Protectorate the African Lakes Company (Limited) and the British South Africa Chartered Company shall cede all rights of jurisdiction to Her Majesty the Queen of Great Britain and Ireland, Empress of India.

* For the African Lakes Company (Limited).—H. H. J., L. M. F.
† For the British South Africa Chartered Company.—H. H. J., L. M. F.

3. That the said African Lakes Company (Limited) and the British South Africa Chartered Company shall pay the cost of surveying the said territory over which the said claims extend, according to the scale of charges fixed by Her Majesty's Minister and Consul-General and approved by Her Majesty's Government; the plan made by the said survey, and approved by Her Majesty's Commissioner and Consul-General, to be attached by the Consular seal to this certificate of claim, and constitute in common with the definition of boundaries herein given the only valid and legal evidence as to the extent of the said territory of Mwasi Kazungu.

4. That no native village or plantation existing at the date of this certificate on the said territory shall be disturbed or removed without the consent in writing of Her Majesty's Commissioner and Consul-General; but when such consent shall have been given, the sites of such villages or plantations shall revert to the proprietor of the said territory. No natives can make other and new villages or plantations on the said territory without the prior consent of the proprietor.

5. That on all minerals, metals, and precious stones obtained from that portion of Mwasi Kazungu's territory which lies within the British Central Africa Protectorate a royalty of 5 per cent. *ad valorem* shall be paid to Her Majesty's Government.

6. That Her Majesty's Government shall at all times have the right to make roads, railways, or canals for the public use across any part of the territory of Mwasi Kazungu lying within the British Central Africa Protectorate without compensation, provided that such roads, railways, or canals do not alienate more than one-sixth part of the entire area of the said territory, that compensation is paid for the disturbance of growing crops or of buildings, and that the cost of the upkeep of such roads, railways, or canals falls on the Government and not on the proprietors within the said territory.

7. That Her Majesty's Government retains the right of control over all running and stagnant water the extent of which is not wholly included within the boundaries of the said territory. This clause refers only to such portions of the said territory as lie within the boundaries of the British Central Africa Protectorate.

And in witness to the validity of the above-mentioned claim of the said African Lakes Company (Limited) and the British South Africa Chartered Company, subject to the foregoing seven conditions, I have hereunto set my hand and seal this 19th day of September, 1893, at Zomba, in the British Central Africa Protectorate.

(Signed) HENRY HAMILTON JOHNSTON,
Her Majesty's Commissioner and Consul-General.

(Seal.)

Signed, sealed, and delivered by the within-named Henry Hamilton Johnston in my presence, this 19th day of September, 1893.

(Signed) JAMES FRANCIS CUNNINGHAM.

We, Low Monteith Fotheringham, Manager of the African Lakes Company (Limited), and Henry Hamilton Johnston, administering the territories of the British South Africa Company (Chartered and Limited) north of the Zambezi, on behalf of the said African Lakes Company (Limited) and the British South Africa Chartered Company, do hereby agree to the foregoing seven conditions which are attached to this recognition of their joint claim.

On behalf of the African Lakes Company (Limited),

(Seal.) (Signed) LOW MONTEITH FOTHERINGHAM.

On behalf of the British South Africa Company (Chartered and Limited),

(Seal.) (Signed) HENRY HAMILTON JOHNSTON.

Signed, sealed, and delivered by the within-named Low Monteith Fotheringham, on behalf of the African Lakes Company, and by the within-named Henry Hamilton Johnston, on behalf of the British South Africa Chartered Company, in our presence, this 28th day of September, 1893.

(Signed) J. F. CUNNINGHAM.

This certificate is subject to the following document:—

September 28, 1893.—Transfer: African Lakes Company to British South Africa Company (No. 36, p. 6, Registry, Blantyre).

(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner and Consul-General.

Deed of Cession by Mwasi, Chief of Kasungu District, to the African Lakes Company (Limited), September 17, 1885.

I, Mwasi, Ruling Chief of the district or country of Kasungu, recognizing the benefits conferred on me, my country, and people by the African Lakes Company (Limited) and the British missionaries resident in this country, and being earnestly desirous that the benefits of civilization should be further established to me and my people, and in consideration of the payment this day made to me in goods and merchandize by W. J. Stevenson, acting for and on behalf of the said African Lakes Company (Limited), I, for myself, my heirs and successors whomsoever, do hereby, in the presence of my people, cede, transfer, assign, and make over, absolutely and for all time coming, to the said African Lakes Company (Limited), their successors or assignees whomsoever, all my sovereign rights and right of jurisdiction over my people and country. Further, I hereby declare that I have not at any time signed or concurred in any deed containing anything contrary to the spirit of this deed, and I bind myself, my heirs and successors for all time coming, not to enter into any Treaties or negotiations at variance with the spirit of this deed without the consent in writing from the said African Lakes Company (Limited), their authorized representatives, successors, or assignees.

(Signed) MWASI, his × mark.

Signed at Mwasi's, this 17th day of September, 1885, by the said Mwasi, before and in the presence of—

Witnesses:
(Signed) William John Stevenson.
Chibisa, his × mark.
Chepembere, *ditto*.
John Archd. Smith.

Inclosure 8 in No. 1.

(H.)

Certificate of Claim of the African Lakes Company to the sole Mining Rights over the Country of Marimba, South-west Coast of Nyasa, Nyasa Province, British Central Africa Protectorate.

I, HENRY HAMILTON JOHNSTON, Esq., Companion of the Most Honourable Order of the Bath, Her Majesty's Commissioner and Consul-General for the territories under British influence north of the Zambezi, do hereby certify that I have inquired into the claim of the African Lakes Company (Limited) to have purchased the sole right to prospect, search for, and acquire all minerals, metals, and precious stones in the country of Marimba, on the south-west shores of Lake Nyasa, from Jumbe Tawakali Sudi, Sultan of Marimba, by two deeds, dated respectively the 20th September, 1890, and the 18th June, 1891; and that having ascertained that there are no counter-claimants in the matter of the above-described mining rights, and that the said Jumbe Tawakali Sudi, Sultan of Marimba, was the sole and only owner of these rights now made over to the African Lakes Company (Limited), I declare the above-mentioned claim of the African Lakes Company (Limited) to the sole mining rights over the country of the said Jumbe to be established and to be recognized as legal and valid by the Government of Her Britannic Majesty, under the following conditions:—

1. That the boundaries of the country over which these sole mining rights are valid shall be as follows:—

On the north, the right bank of the River Luangwa (which flows into Lake Nyasa in about 12° 30′ south latitude) from its entrance into Lake Nyasa up stream till it is cut by the 33° 40′ meridian of east longitude; on the west by the 33° 40′ meridian of east longitude; on the south by the 13° 25′ parallel of south latitude; and on the east by the shores of Lake Nyasa.

2. That a royalty of 5 per cent. *ad valorem* on all minerals, metals, and precious stones obtained under this claim shall be paid (as according to the original Agreement)

to the said Jumbe Tawakali Sudi, Sultan of Marimba, or to whomever shall be recognized by Her Majesty's Government as his successor in the rule of the country of Marimba.

3. That nothing shall be enacted in the enforcement of this claim to the mineral rights over the country of Marimba which is contrary to the provisions of the General Act of the Berlin Conference of 1885.

And in witness to the validity of the above-mentioned claim of the African Lakes Company (Limited) subject to the three foregoing conditions, I have hereunto set my hand and seal this 19th day of September, 1893, at Zomba, in the British Central Africa Protectorate.

(Signed) HENRY HAMILTON JOHNSTON,
Her Majesty's Commissioner and Consul-General.

(Seal.)

Signed, sealed, and delivered by the within-named Henry Hamilton Johnston in my presence, this 19th day of September, 1893.

(Signed) J. F. CUNNINGHAM.

I, Low Monteith Fotheringham, Manager of the African Lakes Company (Limited), on behalf of the African Lakes Company (Limited), do hereby agree to the three conditions which are attached to the recognition of this claim.

On behalf of the African Lakes Company (Limited),
(Signed) LOW MONTEITH FOTHERINGHAM.

(Seal.)

Signed, sealed, and delivered by the within-named Low Monteith Fotheringham, on behalf of the African Lakes Company (Limited), this 28th day of September, 1893.

(Signed) J. F. CUNNINGHAM.

This certificate is subject to the following document:—

September 28, 1893.—Transfer: African Lakes Company to British South Africa Company (No. 36, p. 6, Registry, Blantyre).

(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner and Consul-General.

Deed of Contract between Jumbi Suakali Sudi-bin-Mungia, Sultan of Kota-Kota, Lake Nyasa, on the first part, and Frederick L. M. Moir, Esq., Manager of the African Lakes Company (Limited), on the second part, done at Kota-Kota this 20th day of September, 1890.

The second party agrees to bring prospectors, who will be paid by the second party, to prospect for gold, silver, precious stones, and minerals of whatever sort or kind may be found in all the country of Kota-Kota.

The second party will prospect for gold, silver, precious stones, and minerals in all the country of Kota-Kota, and in the event of gold or other property being found and wrought by the second party, the second party will pay the first party 5 per cent. on all gold or other property taken out of the country of Kota-Kota. For this the first party undertakes to assist the second party in every way, will furnish guides and carriers when required for prospectors sent by the second party.

It is clearly understood that all mining rights in the country of Kota-Kota belong absolutely and without reservation to the second party, and other parties wishing to prospect must arrange with the second party.

(Signature in Arabic.)

Witnesses to Jumbi's signature:
(Signed) JOHN KYDD.
A. R. WISHART.
CHAS. WILSON.
(Arabic signature.)
WILLIAM KIRKLAND KEILLER.

For the African Lakes Company (Limited),
(Signed) FRED. L. M. MOIR.

Witnesses to F. Moir's signature:
(Signed) GRAHAM COX.
G. STEVENSON.

The aforementioned contract agreed upon at Kota-Kota on the 20th day of September, 1890, and signed there by Jumbi on the 3rd February, 1891, in the presence of five witnesses noted, and signed by Fred. L. M. Moir at Mandala on the 19th May, 1891.

Above added at Mandala this 3rd day of June, 1891.

(Signed) FRED. L. M. MOIR.

These are to certify that this document has been re-exhibited at the British Consulate, Nyasa, and that the above clauses setting forth time and place of execution of contract herein described has been added to the certified copy of the original lodged in the British Consulate on the 23rd May, 1891.

(Signed) JOHN BUCHANAN,
Her Majesty's Acting Consul.

(Seal.)
British Consulate, Nyasa, June 6, 1891.

These are to certify that this document has been registered at the British Consulate, Nyasa, and that a duly certified copy of it is lodged there.

(Signed) JOHN BUCHANAN,
Her Majesty's Acting Consul.

(Seal.)
British Consulate, Nyasa, May 23, 1891.

Re-exhibited June 6, 1891.

(Signed) JOHN BUCHANAN,
Her Majesty's Acting Consul.

Deed of Contract between Jumbe, Sultan of Marimba, Lake Nyasa, his heirs, successors, and on behalf of the people, of the first part, and Gilbert Stevenson, in his capacity as Representative of the African Lakes Company (Limited), hereinafter called "the Company," of the other part, done at Kota-Kota, this 19th day of June, 1891, in the presence of the Headmen and people.

The first party agrees:—

1. To freely recognize and approve of the deed of contract made between him and Frederick L. M. Moir, on behalf of the Company, on the 20th day of September, 1890, ceding all mining rights in the territory of Kota-Kota. Frederick L. M. Moir agreeing, in the name of the Company above mentioned, to send prospectors to prospect the territory of Kota-Kota, and further promising to give the first party 5 per cent. of all minerals, metals, or other property which the said Company, its agents, heirs, or successors, may take out of the country of Kota-Kota. The first party now concedes to the Company—

2. All water rights (so far as they may be advantageously used in mining, milling, or reduction operations) in the territory of Kota-Kota.

3. All timber and wood rights where they may be useful for mining, milling, reduction, engineering, or construction purposes in the territory of Kota-Kota.

4. The right to make roads in the territory of Kota-Kota.

5. The right to erect buildings and machinery anywhere in the territory of Kota-Kota.

6. The sole right to erect and work reduction works in the territory of Kota-Kota.

7. It is further clearly understood that the Company has the right to dig and mine anywhere in the territory of Kota-Kota, and any other party wishing to prospect or mine in this territory must have the consent of the Company in writing.

8. As before, the Company, its agents, heirs, and successors, promises to give the first party, his heirs or successors, 5 per cent. of all minerals, metals, or precious stones taken out of the territory of Kota-Kota, stipulated in the previous deed of contract entered into by the first party with Frederick L. M. Moir, of the Company above mentioned, on the 20th day of September, 1890.

9. The Company promises the first party that some recognized agent will prospect the first party's territory within eighteen months from the signing of this deed of contract for a period not less than two months.

10. The territory is bounded an the north by Kuiru, on the south by Katanda, on the west by Kumwassi, and on the east by Lake Nyasa.

11. We, the Undersigned, do humbly petition Mr. H. H. Johnston, Her Britannic Majesty's Commisssoner for Nyasaland, or whoever may exercise jurisdiction in the territory of Kota-Kota, that we do ratify this Agreement.

Witness our hand—

(Signature in Arabic.)

(Signed) G. STEVENSON.

Witnesses to signatures:

(Signed) ROBERT WHYTE.
WILLIAM K. KEILLER.

We, the Undersigned, do solemnly swear that we have faithfully translated the terms of this Agreement to the first party (viz., Jumbe) and his Headmen in the Swahili language.

Witness our hands this 19th day of June, 1891—

(Signed) G. STEVENSON.
(Signature in Arabic.)

Witnesses to signatures:

(Signed) ROBERT WHYTE.
WILLIAM K. KEILLER.

These are to certify that this document has been registered at Her Majesty's Consulate, Nyasa, and that a duly certified copy of it is lodged there.

(Signed) JOHN BUCHANAN,
Her Majesty's Acting Consul.

(Seal.)

British Consulate, Nyasa, July 20, 1891.

Inclosure 9 in No. 1.

(I.)

Certificate of Claim of the African Lakes Company (Limited) to the North-west Nyasa Estate, in the North Nyasa District, Nyasa Province, British Central Africa.

I, HENRY HAMILTON JOHNSTON, Esq., Companion of the Most Honourable Order of the Bath, Her Majesty's Commissioner and Consul-General for the territories under British influence north of the Zambezi, &c., being authorized by Her Majesty's Government to inquire into and settle all land claims within the territories under British influence north of the Zambezi, and to grant to all claimants whose titles shall be proved to be true and just a certificate to that effect under my hand and seal, specifying the extent of land over which the claim extends, and the exact nature of the claim, together with any limitations, restrictions, or conditions which I may think fit to attach to this recognition, the said certificate then becoming a voucher for the legality of the claim, do hereby certify that I have inquired into the claim of the African Lakes Company (Limited) to have purchased a tract of country in fee simple on the north-west coast of Lake Nyasa, in the North Nyasa District, Nyasa Province, of the British Central Africa Protectorate, from various Chiefs of the Wankonde, Awawandia, and Wahenga peoples, on various occasions, and by various deeds, the first of which is dated the 16th July, 1885, and the last the 12th February, 1890; and that having ascertained that there are no valid counter-claims to its possession, and that the vendors above cited were the sole and only rightful owners of the land on which the said tract of country was situated and of which it formed an integral part, I declare the above-mentioned claim of the African Lakes Company (Limited) to be established, and to be recognized as legal and valid by the Government of Her Britannic Majesty, under the following conditions:—

1. That the boundaries of the said tract of country shall be as follows:

On the north, the right bank of the Songwe River from its entrance into Lake Nyasa up stream to its junction with a small rivulet which enters the Songwe near the native village of Tshinga; on the west by the right bank of the aforesaid rivulet

up stream to its source, and from its source a line drawn southwards along the water-parting between the watersheds of the Great Luangwa (or Loangwa) River (which enters the Zambezi near Zumbo) and Lake Nyasa, until such water-parting is cut by the 11th parallel of south latitude; on the south by the left bank of the great River Rukuru (Mrowi or Kasitu), which flows into Lake Nyasa a little to the south of Mount Tshodi, sometimes known as Mount Waller, up stream from where it enters Lake Nyasa to the point where it is cut by the said 11th parallel of south latitude, and then by the 11th parallel of south latitude as far as the above-mentioned water-parting; and on the east by the shore of Lake Nyasa; but this tract of country shall not be considered to include within its boundaries any lands purchased by the Livingstonia Free Church Mission prior to the date of this certificate with the sanction of Her Majesty's Commissioner and Consul-General.

2. That the said African Lakes Company (Limited) shall pay the cost of surveying the said estate according to the scale of charges fixed by Her Majesty's Commissioner and Consul-General and approved by Her Majesty's Government; the plan made by the said survey, and approved by Her Majesty's Commissioner and Consul-General, to be attached by the Consular seal to this certificate of claim, and constitute in common with the definition of boundaries herein given the only valid and legal evidence as to the extent of the said estate.

3. That no native village or plantation existing at the date of this certificate on the said estate shall be disturbed or removed without the consent in writing of Her Majesty's Commissioner and Consul-General; but when such consent shall have been given, the sites of such villages or plantations shall revert to the proprietor of the said estate. No natives can make other and new villages or plantations on the said estate without the prior consent of the proprietor.

4. That on all minerals, metals, and precious stones obtained from the said estate a royalty of 5 per cent. *ad valorem* shall be paid to Her Majesty's Government.

5. That Her Majesty's Government shall at all times have the right to make roads, railways, or canals for the public use across any part of the said estate without compensasion, provided that such roads, railways, or canals do not alienate more than one-sixth part of the entire area of the said estate, that compensation is paid for the disturbance of growing crops or of buildings, and that the cost of the upkeep of such roads, railways, or canals falls on the Government and not on the proprietor of the said estate.

6. That Her Majesty's Government retains the right of control over all running and stagnant water the extent of which is not wholly included within the boundaries of the said estate.

And in witness to the validity of the above-mentioned claim of the said African Lakes Company (Limited), subject to the foregoing six conditions, I have hereunto set my hand and seal this 19th day of September, 1893, at Zomba, in the British Central Africa Protectorate.

(Signed) HENRY HAMILTON JOHNSTON,
Her Majesty's Commissioner and Consul-General.

(Seal.)

Signed, sealed, and delivered by the within-named Henry Hamilton Johnston in my presence, this 19th day of September, 1893.

(Signed) JAMES FRANCIS CUNNINGAAM.

I, Low Monteith Fotheringham, Manager of the African Lakes Company (Limited) on behalf of the African Lakes Company (Limited) do hereby agree to the foregoing six conditions which are attached to this recognition of their claim.

On behalf of the African Lakes Company (Limited),

(Signed) LOW MONTEITH FOTHERINGHAM.

(Seal.)

Signed, sealed, and delivered by the within-named Low Monteith Fotheringham, on behalf of the African Lakes Company (Limited) in my presence, this 28th day of September, 1893.

(Signed) J. F. CUNNINGHAM.

This certificate is subject to the following documents:—

September 28, 1893.—Transfer: African Lakes Company to British South Africa Company (No. 36, p. 6, Registry, Blantyre).

September 28, 1893.—Transfer: British South Africa Company to African Lakes Company (No. 37, p. 7, Registry, Blantyre).

(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner and Consul-General.

Deed of Cession.

We, Kasungulu and Karonga, recognizing the benefits conferred on us and our countries and people by the African Lakes Company (Limited) and the British missionaries resident in these countries, and being earnestly desirous that the benefits of civilization should be further established to us and our people, and in consideration of payment in goods and merchandize paid to us by J. W. Moir, Joint Manager of the African Lakes Company, acting for and in behalf of the said Company, we, our heirs and successors whomsoever, do hereby, in the presence of our people, cede, transfer, assign, and make over, absolutely and for all time coming, to the African Lakes Company (Limited), their successors or assignees whomsoever, all and whole the ground occupied and used as a road, or to be so occupied and used, running from Lake Nyasa towards Lake Tanganyika, and also the land extending 3 English miles on each side of the said road, together with all our sovereign rights of jurisdiction over the said lands hereby ceded and transferred.

Signed at Karonga's this 16th day of July, 1885, in the presence of Mpera, Katumbi, and John L. Nicoll.

(Signed) KASUNGULU, his × mark.
KARONGA, *ditto.*

Witnesses:

(Signed) MPERA, his × mark.
KATUMBI, *ditto.*

(Signed) JOHN W. MOIR.

Witness:

(Signed) JOHN L. NICOLL.

Inclosure 10 in No. 1.

(J.)

Certificate of Claim of the African Lakes Company (Limited) to the sole Mining Rights over Tshikusi's Territory in Southern Angoniland, in the British Central Africa Protectorate and in the Portuguese Sphere of Influence.

I, HENRY HAMILTON JOHNSTON, Esq., Companion of the Most Honourable Order of the Bath, Her Majesty's Commissioner and Consul-General for the territories under British influence north of the Zambezi, do hereby certify that I have inquired into the claim of the African Lakes Company (Limited) to have purchased the sole right to prospect, search for, mine, and acquire all minerals, metals, and precious stones in that portion of Angoniland known as Tshikusi's country to the west of the River Shiré and to the south-west of Lake Nyasa, from Tshikusi, the Supreme Chief of Southern Angoniland, by a deed dated the 1st June, 1891; and that having ascertained there are no valid counterr-claims in the matter of the above-described mining rights, and that the said Tshikusi was the sole and only rightful owner of these rights now made over to the African Lakes Company (Limited), I declare the above-mentioned claim of the African Lakes Company (Limited) to the sole mining rights over the country of the said Tshikusi to be established, and to be recognized as legal and valid by the Government of Her Britannic Majesty, under the following conditions:—

1. That the boundaries of the country over which these sole mining rights are valid shall be as follows:

On the north, the parallel of 14° 15′ south latitude; on the west, the line of water-parting between the watersheds of Lake Nyasa and the River Rifubwe, or Rivugo,* on the one hand, and the watershed of the Zambezi on the other; on the south by the parallel of 15° 30′ south latitude; and on the east by the line of water-parting between the watersheds of the Rifubwe River and of Lake Nyasa on the one hand, and of the Shiré River on the other hand.

Such portion of this country, however, as lies within the watershed of the Rifubwe River is recognized as being within the Portuguese sphere of influence, and for the enforcement of this portion of the claim, therefore, the recognition of the Portuguese Government must be obtained.

2. That a royalty of 5 per cent. *ad valorem* on all minerals, metals, and precious stones obtained under this claim shall be paid in the following proportions:—

For the portion of the territory over which the claim extends which lies within the limits of the British Central Africa Protectorate, a royalty of 2½ per cent. *ad valorem* shall be paid to Her Majesty the Queen of Great Britain and Ireland, Empress of India, and a royalty of 2½ per cent. *ad valorem* to the Chief recognized by Her Majesty's Government as Supreme Chief over the territory as above delimited.

For that portion of the territory over which the claim extends which lies within the Portuguese sphere of influence, a royalty of 2½ per cent. *ad valorem* shall be paid to His Most Faithful Majesty the King of Portugal, and a royalty of 2½ per cent. *ad valorem* to the Chief recognized by Her Britannic Majesty's Government as Supreme Chief over the territory as above delimited.

3. That nothing shall be enacted in the enforcement of this claim over such portions of the territory as above delimited as lie within the free trade area laid down at the Berlin West African Conference of 1885, which shall be contrary to the provisions of the General Act of the Berlin Conference of 1885.

And in witness to the validity of the above-mentioned claim of the African Lakes Company (Limited), subject to the foregoing three conditions, I have hereunto set my hand and seal this 20th day of September, 1893, at Zomba, in the British Central Africa Protectorate.

(Signed) HENRY HAMILTON JOHNSTON,
Her Majesty's Commissioner and Consul-General.

(Seal.)

Signed, sealed, and delivered by the within-named Henry Hamilton Johnston in my presence, this 20th day of September, 1893.

(Signed) JAMES FRANCIS CUNNINGHAM.

I, Low Monteith Fotheringham, Manager of the African Lakes Company (Limited), on behalf of the African Lakes Company (Limited), do hereby agree to the three conditions which are attached to this recognition of their claim.

On behalf of the African Lakes Company (Limited),
(Signed) LOW MONTEITH FOTHERINGHAM.

(Seal.)

Signed, sealed, and delivered by the within-named Low Monteith Fotheringham, on behalf of the African Lakes Company (Limited), in my presence, this 28th day of September, 1893.

(Signed) J. F. CUNNINGHAM.

This certificate is subject to the following document:—

September 28, 1893.—Transfer: African Lakes Company to British South Africa Company (No. 36, p. 6, Registry, Blantyre).

(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner and Consul-General.

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* An affluent of the Zambezi, entering that river on the north bank nearly opposite Tete; also called Lifobwe, Lifopwe.—H. H. J., L. M. F.

Extract from Acting Consul Buchanan's Letter to African Lakes Company of June 30, 1891.

With reference to the Agreement purporting to have been made with Chikuse on the 1st June, 1891, that part of the Agreement in so far as it relates to the acquisition of rights of jurisdiction and government by the African Lakes Company must be considered as cancelled.

Agreement made between Chikuse, Chief of the Angoni country, of the one part, and Graham Cox, as Representative of the African Lakes Company (Limited), of the other part.

On the 1st day of June, 1891, at Chikuse's town, in the presence of the Headmen and people of the Angoni country, Chikuse hereby agrees, for himself, his heirs and successors, and on behalf of his people:—

1. To grant to the said Company the sole right to search for, prospect, exploit, dig for, and keep all minerals and metals and precious stones within the said country of Angoni.

2. To grant to the said Company the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the said Company, absolutely and exclusively, all commercial privileges of whatsoever kind.

3. Chikuse further concedes to the said Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

4. Chikuse further agrees not to enter into any Agreement or alliance with any other person or Company, or to grant any concession of land or commercial or other concession, without the consent of the said Company in writing.

5. These grants and concessions are to apply to the whole of the Angoni country.

In consideration of these grants and concessions, it is agreed between the parties hereto as follows:—

(*a.*) The said Chief Chikuse receives goods to the value of 84*l.* 14*s.*, viz., 2 bullocks, 5*l.*; 1 heifer, 3*l.*; 2 pigs, 10*s.*; 48 pieces of calico, 20*l.* 9*s.* 6*d.*; 78 lbs. beads, 6*l.* 0*s.* 6*d.*; 7 blankets, 3*l.* 12*s.*; 18 handkerchiefs, 9*s.*; 7 pieces handkerchiefs, 2*l.* 11*s.* 6*d.*; 8 yards red calico, 4*s.*; 248 yards blue calico, 6*l.* 4*s.*; 6 boxes caps, 15*s.*; 10 cap guns 20*l.*; 32 lbs. brass wire, 2*l.* 8*s.*; 242 yards English sheeting, 6*l.* 1*s.*; 1 concertina, 8*s.* 6*d.*; 2 whistles, 5 mouth-organs, 6 pipes, 4 mirrors, 11*s.* 6*d.*; 1 keg of powder (25 lbs.), 6*l.* 5*s.*; 1 lb. flints, 1*s.* 6*d.*; 25 lbs. salt, 3*s.*; the receipt whereof is hereby acknowledged.

(*b.*) In case no advantage is taken by the said Company of the clauses of this document, the said Chief Chikuse shall be at liberty, at the expiration of six years from the date hereof, to dispose of his rights hereby dealt with as if this document had not been entered into, and in that case it shall become null and void.

(*c.*) The boundaries of the said Angoni country are as follows, viz., bounded on the north by the country known as Chiyisi's country; on the east by the Shiré River; on the south by the Makololos; on the west by the Chipetas country.

(Signed) CHIKUSE, his × mark.
GRAHAM COX.

Witnesses:
(Signed) FRED.
CHISASULA, his × mark.
BYANI, *ditto.*
CHILOANE, *ditto.*
DONGONOUKA, *ditto.*
CHIPATMALUA, *ditto.*
TADIANOW, *ditto.*

I hereby declare this document to be a true and faithful copy of its original produced to me.

(Signed) JOHN BUCHANAN,
Her Majesty's Acting Consul.

(Seal.)
Mudi, Consular District of Nyasa, June 29, 1891.

Inclosure 11 in No. 1.

(K.)

Certificate of Claim of the African Lakes Company (Limited), to the Eastern Urungu Estate, Tanganyika Province, British Central Africa.

I, HENRY HAMILTON JOHNSTON, Esq., Companion of the Most Honourable Order of the Bath, Her Majesty's Commissioner and Consul-General for the territories under British influence north of the Zambezi, &c., being authorized by Her Majesty's Government to inquire into and settle all land claims within the territories under British influence north of the Zambezi, and to grant to all claimants whose titles shall be proved to be true and just a certificate to that effect under my hand and seal, specifying the extent of land over which the claim extends, and the exact nature of the claim, together with any limitations, restrictions, or conditions which I may think fit to attach to this recognition, the said certificate then becoming a voucher for the legality of the claim, do hereby certify that I have inquired into the claim of the African Lakes Company (Limited) to have purchased an estate in fee simple on the south-east end of Lake Tanganyika, in the Urungu or Ulungu country, Tanganyika Province, British Central Africa, from the Chief of Ntara, Ngorwi Kito, on the 30th December, 1890; and that having ascertained that there are no valid counter-claims to its possession, and that the vendor above cited was the sole and only rightful owner of the land on which the said estate was situated, and of which it formed an integral part, I declare the above-mentioned claim of the African Lakes Company (Limited) to be established and to be recognized as legal and valid by the Government of Her Britannic Majesty, under the following conditions:—

1. That the boundaries of the said estate shall be as follows: on the north, the shores of Lake Tanganyika and the Anglo-German boundary (as set forth in the Anglo-German Convention of June 1890) from the south-east shore of Lake Tanganyika to the left bank of the Upper Saïsi River; on the west the 31° of east longitude; on the south the 9th parallel of south latitude from where it intersects with the 31° of east longitude to where it crosses the eastern base of the Sunzu or Lusunzu Mountains, and thence a line skirting the north-eastern base of the Sunzu Mountains and the northern boundary of the Fwambo estate of the London Missionary Society, and running conterminously with the boundary of the said Fwambo estate till it reaches the left bank of the nearest affluent of the River Saïsi, which it shall follow down stream to its junction with the Saïsi, and thence the left bank of the Saïsi down stream to the starting-point. Always provided, however, that all land belonging to the London Missionary Society the purchase of which was sanctioned by Her Majesty's Commissioner and Consul-General prior to the date of this certificate shall be excluded from the boundaries of this estate. All islands lying off the coast of Tanganyika between the 31° of east longitude and the Anglo-German boundary shall be included within this estate, unless already included within the sanctioned claims of the London Missionary Society.

2. That the said African Lakes Company (Limited) shall pay the cost of surveying the said estate according to the scale of charges fixed by Her Majesty's Commissioner and Consul-General and approved by Her Majesty's Government; the plan made by the said survey and approved by Her Majesty's Commissioner and Consul-General to be attached by the Consular seal to this certificate of claim, and constitute in common with the definition of boundaries herein given the only valid and legal evidence as to the extent of the said estate.

3. That no native village or plantation existing at the date of this certificate on the said estate shall be disturbed or removed without the consent in writing of Her Majesty's Commissioner and Consul-General, but when such consent shall have been given, the sites of such villages or plantations shall revert to the proprietor of the said estate. No natives can make other and new villages or plantations on the said estate without the prior consent of the proprietor.

And in witness to the validity of the above-mentioned claim of the said African Lakes Company (Limited), subject to the foregoing three conditions, I have hereunto set my hand and seal this 20th day of September, 1893, at Zomba, in the British Central Africa Protectorate.

(Seal.)

(Signed) HENRY HAMILTON JOHNSTON,
Her Majesty's Commissioner and Consul-General.

Signed, sealed, and delivered by the within-named Henry Hamilton Johnston in my presence, this 20th day of September, 1893.

(Signed) JAMES FRANCIS CUNNINGHAM.

I, Low Monteith Fotheringham, Manager of the African Lakes Company (Limited), on behalf of the African Lakes Company (Limited), do hereby agree to the foregoing three conditions which are attached to this recognition of their claim.

On behalf of the African Lakes Company (Limited),

(Signed) LOW MONTEITH FOTHERINGHAM.

(Seal.)

Signed, sealed, and delivered by the within-named Low Monteith Fotheringham, on behalf of the African Lakes Company (Limited), in my presence, this 28th day of September, 1893.

(Signed) JAMES FRANCIS CUNNINGHAM.

This certificate is subject to the following documents:—

September 28, 1893.—Transfer: African Lakes Company to British South Africa Company (No. 36, p. 6, Registry, Blantyre).

September 28, 1893.—Transfer: British South Africa Company to African Lakes Company (No. 37, p. 7, Registry, Blantyre).

(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner and Consul-General.

Deed of Sale made at Mbala, in the Ulungu Country, this 30th day of December, 1890.

I, the Undersigned, Ngorwi Kito, son of Kasonso, and Chief of that portion of Ulungu known as Ntara, in consideration of trade goods paid to me by John Lowe Nicoll, on behalf of the African Lakes Company (Limited), to the value of 50*l*., the receipt whereof I do hereby acknowledge, do hereby, for myself, my heirs and successors, in the presence of my people, cede, transfer, assign, and make over, absolutely and for all time coming, to the said African Lakes Company, their successors and assigns, all and whole the territory within the following boundaries:—

On the north, the River Karambo and the country of Tafuna; on the south and west by the countries of Mambwe and Ulungu (that portion of Ulungu owned by Chitunbwa); on the east by the country of Fipa.

And I farther declare that I hereby also assign and make over to the said Company minerals, mining rights, game preserves, and all taxes, tolls, and duties, and privileges of whatever sort and kind which at present appertain to the territory hereby transferred.

Witness my hand—

(Signed) NGORWI KITO, his × mark.
JOHN L. NICOLL.

Witness to signatures:

(Signed) ALFRED SHARPE.

I, the Undersigned, do hereby make oath and declare that I have truly and honestly translated the terms of this transfer to the said Ngorwi Kito in the Kiswahili language, and that he has signed the said transfer in full understanding of its purpose.

(Signed) ALFRED SHARPE,
Solicitor to the Supreme Court of Westminster.

These are to certify that this document has been registered at the British Consulate, Nyasa, and that a duly certified copy is lodged there.

(Signed) JOHN BUCHANAN,
Her Majesty's Acting Consul.

(Seal.)

British Consulate, Nyasa, June 6, 1891.

Title-deed No. 21. *Ntara's Country* (*Urungu*).

50*l.* said to be paid by J. L. Nicoll for this land; cannot find details of this amount.

Inclosure 12 in No. 1.

(L.)

Certificate of Claim of the African Lakes Company (*Limited*) *to the Rights of Pre-emption and sole Mining Rights over the whole country of Undi and Likungwe, Chiefs of Mano, Mpumula, and Maravi, in the Luangwa Province, British Central Africa, and in the Portuguese Sphere of Influence north of the Zambezi.*

I, HENRY HAMILTON JOHNSTON, Esq., Companion of the Most Honourable Order of the Bath, Her Majesty's Commissioner and Consul-General for the territories under British influence north of the Zambezi, &c., being authorized by Her Majesty's Government to inquire into and settle all land claims within the territories under British influence north of the Zambezi, and to grant to all claimants whose titles shall be proved to be true and just a certificate to that effect under my hand and seal, specifying the extent of land over which the claim extends, and the exact nature of the claim, together with any limitations, restrictions, or conditions which I may think fit to attach to this recognition, the said certificate then becoming a voucher for the legality of the claim, do hereby certify that I have inquired into the claim of the African Lakes Company (Limited) and the British South Africa Chartered Company (Limited) to have purchased the right of pre-emption and the sole mining rights over the whole country of Undi and Likungwe, the Chiefs of Mano, Mpumula, and Maravi, in the Luangwa Province of British Central Africa, and also in the Portuguese sphere of influence north of the Zambezi, from Undi, Chief of Mano and Maravi, and from Likungwe, Chief of Mpumula, by two deeds dated respectively the 15th April and 22nd April, 1891; and that having ascertained that there are no valid counter-claims to the possession of these rights, and that the vendors above cited were the sole and only rightful owners of the land over which the said rights extend, and the sole persons qualified to grant such rights, I declare the above-mentioned claim of the African Lakes Company and of the British South Africa Chartered Company to exercise rights of pre-emption and the sole right to mine over the whole of Undi's and Likungwi's country to be established and to be recognized as legal and valid by the Government of Her Britannic Majesty, under the following conditions:—

1. That the boundaries of the said Undi's and Likungwe's country shall be as follows: on the north, the 14th parallel of south latitude; on the west, the 31° 20′ meridian of east longitude; on the south, the 15th parallel of south latitude; and on the east, the line of water-parting between the watersheds of the Rivers Ruiu or Luiyu and main Zambezi on the one hand, and the watersheds of the River Rifubwe (or Rivugo), an affluent of the Zambezi, and of Lake Nyasa on the other hand; nevertheless, for the exercise of the aforementioned rights of pre-emption and mining over such portions of the aforesaid territories of Undi and Likungwe as lie within the Portuguese sphere of influence, the sanction of the Portuguese Government shall first be obtained.

2. That on all minerals, metals, and precious stones obtained from these territories of Undi and Likungwe under the exercise of the aforementioned mining rights a royalty of 2 per cent. *ad valorem* shall be paid to the person recognized by Her Britannic Majesty's Government as the Supreme Chief of Undi's and Likungwi's country.

And in witness to the validity of the above-mentioned claim of the African Lakes Company (Limited) and the British South Africa Chartered Company (Limited), subject to the foregoing two conditions, I have hereunto set my hand and seal this 20th day of September, 1893, at Zomba, in the British Central Africa Protectorate.

(Signed) HENRY HAMILTON JOHNSTON,

(Seal.) *Her Majesty's Commissioner and Consul-General.*

Signed, sealed, and delivered by the said Henry Hamilton Johnston in my presence, this 20th day of September, 1893.

(Signed) JAMES FRANCIS CUNNINGHAM.

We, Low Monteith Fotheringham, Manager of the African Lakes Company (Limited), and Henry Hamilton Johnston, administering the territories of the British South Africa Chartered Company north of the Zambezi, on behalf of the said African Lakes Company (Limited) and the British South Africa Chartered Company, do hereby agree to the foregoing two conditions which are attached to this recognition of their joint claim.

On behalf of the African Lakes Company (Limited),
(Seal.) (Signed) LOW MONTEITH FOTHERINGHAM.
On behalf of the British South Africa Chartered Company,
(Seal.) (Signed) HENRY HAMILTON JOHNSTON.

Signed, sealed, and delivered by the within-named Low Monteith Fotheringham and Henry Hamilton Johnston in my presence, this 28th day of September, 1893.
(Signed) JAMES FRANCIS CUNNINGHAM.

This certificate is subject to the following document:—
September 28, 1893.—Transfer: African Lakes Company to British South Africa Company (No. 36, p. 6, Registry, Blantyre).

(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner and Consul-General.

Treaty made between Undi, Chief of Mano and Maravi, of the one part, and Alfred Sharpe, in his capacity as Representative of the African Lakes and the British South Africa Companies, of the other part.

On the 15th day of April, 1891, at Chindindi, in the presence of the Headmen and people of Mano and Maravi, the Chief hereby agrees, for himself, his heirs and sucessors, and on behalf of his people:—

1. To accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the said Companies the sole right to search for, prospect, exploit, dig for, and keep all minerals and metals within the said countries of Mano and of Maravi.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the said Companies, absolutely and exclusively, all commercial privileges of whatsoever kind.

4. Undi further concedes to the said Companies the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Undi further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land or commercial or other concessions, without the consent of the said Companies in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Mano and Maravi countries.

In consideration for these grants and concessions, the said Companies agree to pay to the said Undi, on the signing of this Treaty, goods to the value of 6*l.* (receipt whereof is hereby acknowledged), and the annual sum of 25*l.* on practical advantage being taken of the commercial clauses of this Treaty.

(Signed) UNDI, his × mark.
ALFRED SHARPE.

Witnesses to both signatures:
(Signed) A. R. WISHART, *Engineer, Mandala.*
KAPITA, *Native of Mandala.*

I hereby make oath and declare that the within-written Treaty was faithfully interpreted to the said Undi in the Chichewa language by Masoni, a native of Bandawe.

(Signed) A. R. WISHART.

Witness:
(Signed) ALFRED SHARPE,
Solicitor of the Supreme Court of Westminster.

These are to certify that this document has been registered at the British Consulate, Nyasa, and that a duly certified copy is lodged there.

(Signed) JOHN BUCHANAN,
Her Majesty's Acting Consul.

(Seal.)
British Consulate, Nyasa, May 23, 1891.

Agreement made between Likungwe, Chief of Mpumula, of the one part, and Alfred Sharpe, as Representative of the African Lakes and the British South Africa Companies, of the other part.

On the 22nd day of April, 1891, at Likungwe, in the presence of the Headmen and people of Mpumula, the Chief hereby agrees, for himself, his heirs and successors, and on behalf of his people:—

1. To grant to the said Companies the sole right to search for, prospect, exploit, dig for, and keep all minerals and metals within the said country of Mpumula, including the districts formerly known as Chindundo, Shana, and Inscheka, where gold was formerly got, as well as other districts.

2. To grant to the said Companies the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the said Companies, absolutely and exclusively, all commercial privileges of whatsoever kind.

3. Likungwe further concedes to the said Companies the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

4. Likungwe further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land or commercial or other concession, without the consent of the said Companies in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

5. These grants and concessions are to apply to the whole of Mpumula country.

6. Likungwe further agrees to accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

In consideration for these grants and concessions, it is agreed between the parties hereto as follows:—

(*a.*) The said Alfred Sharpe will pay to the said Likungwe, on the signing of this document, goods to the value of 10*l.*, viz., one single-barrelled 12-bore muzzle-loading rifle (4*l.*), 4 lbs. of powder (1*l.*), five boxes of gun-caps (1,250), and one load of calico and coloured cloths (4*l.*) (the receipt whereof is hereby acknowledged).

(*b.*) The said Alfred Sharpe will, upon practical advantage being taken of the mineral and commercial clauses of this document, pay to the said Likungwe, his heirs and successors, the annual sum of 25*l.* Or, in case the said Likungwe should prefer it (in place of the said annual sum), a royalty of 1*s.* in every 1*l.* worth of gold which the said Alfred Sharpe may himself (or by his agents) get in the country over which these concessions extend.

(*c.*) In case no advantage is taken by the said Alfred Sharpe of the clauses of this document, the said Likungwe shall be at liberty, at the expiration of six years from the date hereof, to dispose of his rights hereby dealt with as if this document had not been entered into, and in that case it shall become null and void.

(*d.*) The boundaries of the said Mpumula country are as follows, viz.: bounded on the west and north-west by the Liuyi River; on the north by the easternmost head-waters of the Liuyi River; on the north-east by the Zala Nyama Mountains; on the

south-east by the Gwangwa River; and on the south by a line drawn from the confluence of the Karazapire River with the Liuyi due east until it strikes the Gwangwa River (Undi's country lying to the south and to the west of Mpumula).

(Signed) LIKUNGWE, his × mark.
ALFRED SHARPE.

Witnesses:
(Signed) A. R. WISHART, *Engineer, Mandala.*
ANDERU, *Native of Livingstonia.*

These are to certify that this document has been registered at the British Consulate, Nyasa, and that a duly certified copy of it is lodged there.

(Signed) JOHN BUCHANAN,
Her Majesty's Acting Consul.

(Seal.)
British Consulate, Nyasa, May 23, 1891.

Inclosure 13 in No. 1.

(M.)

Certificate of Claim of the African Lakes Company and the British South Africa Chartered Company to the Rights of Pre-emption and sole Mining Rights over the Territories of Tshiwere, Tambala, and Napwanga, Central Angoniland, Nyasa Province, British Central Africa.

I, HENRY HAMILTON JOHNSTON, Esq., Companion of the Most Honourable Order of the Bath, Her Majesty's Commissioner and Consul-General for the territories under British influence north of the Zambezi, &c., being authorized by Her Majesty's Government to inquire into and settle all land claims within the territories under British influence north of the Zambezi, and to grant to all claimants whose titles shall be proved to be true and just a certificate to that effect under my hand and seal, specifying the extent of land over which the claim extends, and the exact nature of the claim, together with any limitations, restrictions, or conditions which I may think fit to attach to this recognition, the said certificate then becoming a voucher for the legality of the claim, do hereby certify that I have inquired into the claim of the African Lakes Company (Limited) and the British South Africa Chartered Company (Limited) to have purchased the right of pre-emption and sole mining rights over the whole countries of Tshiwere, Tambala, and Napwanga in Central Angoniland on the south-west of Lake Nyasa, in the Nyasa Province of the British Central Africa Protectorate, from the Angoni Chief Tshiwere, and the Yao Chiefs Tambala and Napwanga, by three separate deeds, that with Tshiwere being dated the 30th March, 1891, and those with Tambala and Napwanga being dated the 17th March, 1891; and that having ascertained that there are no valid counter-claims to the possession of these rights, and that the vendors above cited were the sole and only rightful owners of the land over which the said rights extend, I declare the above-mentioned claim of the African Lakes Company (Limited) and the British South Africa Chartered Company (Limited) to exercise rights of pre-emption and sole mining rights over the whole of Tshiwere's, Tambala's, and Napwanga's country to be established and to be recognized as legal and valid by the Government of Her Britannic Majesty, under the following conditions:—

1. That the boundaries of the said territories over which these rights are to be exercised shall be as follows: on the north by the 13° 25′ parallel of south latitude; on the east by the 34th meridian of east longitude (34° east) from the point where it intersects the 13° 25′ parallel of south latitude to the point where it intersects the 13° 40′ parallel of south latitude, and thence by a straight line drawn due east for a distance of 10 miles, and from the end of this measurement by a straight line drawn due south till it reaches the left bank of the main stream of the Lintipe or Dilongwe River, and thence by the right bank of the Lintipe or Dilongwe River down stream to Lake Nyasa, and thence by the south-west coast of Lake Nyasa as far southward as the left bank of the River Livelezi at the point where it enters Lake Nyasa in latitude 14° 20′ or thereabouts, and thence the left bank of the Livelezi River up stream to the point where it is intersected by the 14° 25′ parallel of south latitude; on the south by the 14° 25′ parallel of south latitude; and on the west by the line of water-parting separating the watersheds of Lake Nyasa and of the Zambezi.

From the rights of pre-emption, however, shall be excepted such estates as belong to the Dutch Reformed Church Mission or the Livingstonia Mission as had been purchased prior to the date of this certificate with the sanction of Her Majesty's Commissioner and Consul-General.

2. That the said African Lakes Company (Limited) and the British South Africa Chartered Company (Limited) shall pay the cost of surveying the said territories over which the said claims extend according to the scale of charges fixed by Her Majesty's Commissioner and Consul-General and approved by Her Majesty's Government; the plan made by the said survey and approved by Her Majesty's Commissioner and Consul-General to be attached by the Consular seal to this certificate of claim, and constitute in common with the definition of boundaries herein given the only valid and legal evidence as to the extent of the said territories of Tshiwere, Tambala, and Napwanga.

3. That no native village or plantation existing at the date of this certificate on the said territories shall be disturbed or removed without the consent in writing of Her Majesty's Commissioner and Consul-General; but when such consent shall have been given, the sites of such villages or plantations shall revert to the proprietor of the said territories. No natives can make other and new villages or plantations on the said territories without the prior consent of the proprietor.

4. That on all minerals, metals, and precious stones obtained from the said territories a royalty of 2 per cent. *ad valorem* shall be paid to Her Majesty's Government, and 3 per cent. *ad valorem* to each of the three Chiefs named on such metals, minerals, or precious stones as may be obtained from their respective territories.

5. That Her Majesty's Government shall at all times have the right to make roads, railways, or canals for the public use across any part of the said territories without compensation; provided that such roads, railways, or canals do not alienate more than one-sixth part of the entire area of the said territories, that compensation is paid for the disturbance of growing crops or of buildings, and that the cost of the upkeep of such roads, railways, or canals falls on the Government and not on the proprietors within the said territories.

6. That Her Majesty's Government retains the right of control over all running and stagnant water the extent of which is not wholly included within the boundaries of the said territories.

And in witness to the validity of the above-mentioned claim of the said African Lakes Company (Limited) and the British South Africa Chartered Company (Limited), subject to the foregoing six conditions, I have hereunto set my hand and seal this 21st day of September, 1893, at Zomba, in the British Central Africa Protectorate.

(Signed) HENRY HAMILTON JOHNSTON,
Her Majesty's Commissioner and Consul-General.

(Seal.)

Signed, sealed, and delivered by the within-named Henry Hamilton Johnston in my presence, this 21st day of September, 1893.

(Signed) JAMES FRANCIS CUNNINGHAM.

We, Low Monteith Fotheringham, Manager of the African Lakes Company, on behalf of the African Lakes Company (Limited), and Henry Hamilton Johnston, administering the territories of the British South Africa Chartered Company north of the Zambezi, on behalf of the African Lakes Company (Limited) and of the British South Africa Chartered Company, do hereby agree to the foregoing six conditions which are attached to this recognition of their joint claim.

On behalf of the African Lakes Company (Limited),

(Seal.) (Signed) LOW MONTEITH FOTHERINGHAM.

On behalf of the British South Africa Company (Chartered and Limited),

(Seal.) (Signed) HENRY HAMILTON JOHNSTON,
Her Majesty's Commissioner and Consul-General.

Signed, sealed, and delivered by the within-named Low Monteith Fotheringham, on behalf of the African Lakes Company, and by the within-named Henry Hamilton Johnston, on behalf of the British South Africa Chartered Company, in my presence, this 28th day of September, 1893.

(Signed) J. F. CUNNINGHAM.

This certificate is subject to the following document:—
September 28, 1893.—Transfer: Africa Lakes Company to British South Africa Company (No. 36, p. 6, Registry, Blantyre).

(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner and Consul-General.

Treaty made between Chiwere, Chief of the country known as Chiwere's, in West Nyasaland, of the one part, and Alfred Sharpe, in his capacity as Representative of the African Lakes and the British South Africa Companies, of the other part.

On the 30th day of March, 1891, at Chiwere's, in the presence of the Headmen and people of Chiwere's country, the Chief hereby agrees, for himself, his heirs and successors, and on behalf of of his people:—

1. To accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the said Companies the sole right to search for, prospect, exploit, dig for, and keep all minerals and metals within the said country of Chiwere, and of his Sub-Chiefs.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Companies absolutely and exclusively all commercial privileges of whatsoever kind.

4. Chiwere further concedes to the said Companies the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all any of the r igh ts, powers, and concessions hereby granted.

5. Chiwere further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land or commercial or other concession, without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Chiwere's country and the districts ruled by his Sub-Chiefs.

In consideration for these grants and concessions, the Companies agree to pay to the said Chiwere, on the signing of this Treaty, goods to the value of 5*l.* (receipt whereof is hereby acknowledged), and the annual sum of 20*l.* on practical advantage being taken of the commercial clauses of this Treaty.

(Signed) ALFRED SHARPE.
CHIWERE, his × mark.

Witnesses to both signatures:
(Signed) A. R. WISHART, *Engineer, Mandala.*
ANDERU, *Native of Livingstonia.*

I hereby make oath and declare that the within contained Treaty was duly explained to Chiwere by the witness Anderu in the Chinyanja language, in the presence of the witness A. R. Wishart, of Mr. C. A. Murray, missionary, and of myself, and that he fully understood its entire purport.

(Signed) ALFRED SHARPE,
Solicitor of the Supreme Court of Westminster.

These are to certify that this document has been registered at the British Consulate, Nyasa, and that a duly certified copy of it is lodged there.

(Signed) JOHN BUCHANAN,
Her Majesty's Acting Consul.

(Seal.)
British Consulate, Nyasa, May 23, 1891.

Treaty made between Tambala, Paramount Chief of Tambala country, West Nyasaland, of the one part, and Alfred Sharpe, in his capacity as Representative of the African Lakes and the British South Africa Companies, of the other part.

On the 17th day of March, 1891, at Tambala's, in the presence of the Headmen and people of Tambala country, the Chief hereby agrees, for himself, his heirs and successors, and on behalf of his people :—

1. To accept the Brithish flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the said Company the sole right to search for, prospect, exploit, dig for, and keep all minerals and metals within the said country of Tambala.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the said Company, absolutely and exclusively, all commercial privileges of whatsoever kind.

4. Tambala further concedes to the said Companies the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Tambala further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land or commercial or other concession, without the consent in writing of the said Companies, it being understood that this covenant shall be considered in the light of a Treaty between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Tambala's country.

In consideration for these grants and concessions, the said Companies agree to pay to the said Tambala, on the signing of this Treaty, goods to the value of 5*l.* (receipt whereof is hereby acknowledged), and the annual sum of 25*l.* on practical advantage being taken of the commercial clauses of this Treaty.

(Signed) ALFRED SHARPE.
TAMBALA, his × mark.

Witnesses to signatures :
(Signed) A. R. WISHART, *Engineer, Mandala.*
SANATA, *Native of Karali.*

I hereby make oath and declare that, at the time of making this Treaty, I gave to the said Tambala the British flag, at his request.

(Signed) ALFRED SHARPE,
Solicitor of the Supreme Court of Westminster.

These are to certify that this document has been registered at the British Consulate, Nyasa, and that a duly certified copy of it is lodged there.

(Signed) JOHN BUCHANAN,
Her Majesty's Acting Consul.

(Seal.)
British Consulate, Nyasa, May 23, 1891.

Treaty made between Napwanga, of West Nyasaland, of the one part, and Alfred Sharpe, in his capacity as Representative of the African Lakes Company and the British South Africa Company, of the other part.

On the 17th day of March, 1891, at Napwanga's, in the presence of the Headmen and people of Napwanga country, the Chief hereby agrees, for himself, his heirs and successors, and on behalf of his people :—

1. To accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the said Company the sole right to search for, prospect, exploit, dig for, and keep all minerals and metals within the said country of Napwanga.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Companies, absolutely and exclusively, all commercial privileges of whatsoever kind.

4. Napwanga further concedes to the Companies the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Napwanga further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land or commercial or other concession, without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Napwanga's country.

In consideration for these grants and concessions, the Companies agree to pay to Napwanga, on the signing of this Treaty, goods to the value of 5*l.* (receipt whereof is hereby acknowledged), and the annual sum of 10*l.* on practical advantage being taken of the commercial clauses of this Treaty.

(Signed) NAPWANGA, his × mark.
ALFRED SHARPE.

Witnesses to signatures:
(Signed) MOSESI, his × mark.
MALAPWIRI, *ditto*.

Witness to marks:
(Signed) A. R. WISHART.

These are to certify that this document has been registered at the British Consulate, Nyasa, and that a duly certified copy of it is lodged there.

(Signed) JOHN BUCHANAN,
Her Majesty's Acting Consul.

(Seal.)
British Consulate, Nyasa, May 23, 1891.

Inclosure 14 in No. 1.

(N.)

Certificate of Claim of the African Lakes Company (Limited), to the Tshenjowe-Kampata Estate, Shiré Province, British Central Africa.

I, ALFRED SHARPE, Her Majesty's Vice-Consul and Deputy Commissioner for the territories under British influence north of the Zambezi, &c., being authorized by Her Majesty's Government to inquire into and settle all land claims within the territories under British influence north of the Zambezi, and to grant to all claimants whose titles shall be proved to be true and just a certificate to that effect under my hand and seal, specifying the extent of land over which the claim extends, and the exact nature of the claim, together with any limitations, restrictions, or conditions which I may think fit to attach to this recognition, the said certificate then becoming a voucher for the legality of the claim, do hereby certify that I have inquired into the claim of the African Lakes Company (Limited) to have purchased an estate in fee simple on the left bank of the River Shiré, in the British Central Africa Protectorate, from the Chiefs Kampata, Tshenjowe, Tshelunda, and others, on , 189 ; and that having ascertained that there are no valid counter-claims to its possession, and that the vendors above cited were the sole and only rightful owners of the laad on which the said estate was situated, and of which it formed an integral part, I declare the above-mentioned claim of the African Lakes Company (Limited) to be established and to be recognized as legal and valid by the Government of Her Britannic Majesty, under the following conditions:—

1. That the boundaries of the said estate shall be as follows: commencing at a point on the left bank of the Shiré River, several miles below the Murchison Falls, exactly opposite the junction of the Mukurumadzi River with the Shiré River—called in the plan hereon indorsed "Point A"—the boundary shall follow the said left bank of the Shiré River up stream to a point distant in a straight line from "Point A," 3 statute miles—called in the said plan "Point B"—thence the boundary shall run at a right angle to the line AB in a straight line in an easterly direction for a distance of

12 statute miles to "Point C," thence it shall run at a right angle to the line BC, in a straight line in a southerly direction for a distance of 3 statute miles to "Point D," and thence at a right angle to the line CD in a straight line in a westerly direction to "Point A," the point of commencement.

2. That the said African Lakes Company (Limited) shall pay the cost of surveying the said estate according to the scale of charges fixed by Her Majesty's Commissioner and Consul-General, and approved by Her Majesty's Government; the plan made by the said survey and approved by Her Majesty's Commissioner and Consul-General to be attached by the Consular seal to this certificate of claim, and constitute in common with the definition of boundaries herein given the only valid and legal evidence as to the extent of the said estate.

3. That no native village or plantation existing at the date of this certificate on the said estate shall be disturbed or removed without the consent in writing of Her Majesty's Commissioner and Consul-General; but, when such consent shall have been given, the sites of such villages or plantations shall revert to the proprietor of the said estate. No natives can make other and new villages or plantations on the said estate without the prior consent of the proprietor.

4. That on all minerals, metals, and precious stones obtained from the said estate a royalty of 5 per cent. *ad valorem* shall be paid to Her Majesty's Government.

5. That Her Majesty's Government shall at all times have the right to make roads, railways, or canals for the public use across any part of the said estate without compensation; provided that such roads, railways, or canals do not alienate more than one-sixth part of the entire area of the said estate, that compensation is paid for the disturbance of growing crops or of buildings, and that the cost of the upkeep of such roads, railways, or canals falls on the Government and not on the proprietor of the said estate.

6. That Her Majesty's Government retains the right of control over all running and stagnant water the extent of which is not wholly included within the boundaries of the said estate.

And in witness to the validity of the above-mentioned claim of the said African Lakes Company (Limited), subject to the foregoing six conditions, I have hereunto set my hand and seal this 27th day of September, 1893, at Blantyre, British Central Africa Protectorate.

(Signed) ALFRED SHARPE,
Her Majesty's Vice-Consul and Deputy Commissioner.

(Seal.)

Signed, sealed, and delivered by the within-named Alfred Sharpe in my presence, this 27th day of September, 1893.

(Signed) G. A. TAYLOR.

I, Low Monteith Fotheringham, on behalf of the African Lakes Company (Limited), do hereby agree to the foregoing six conditions which are attached to this recognition of the claim of the said African Lakes Company (Limited).

On behalf of the African Lakes Company (Limited),
(Signed) LOW MONTEITH FOTHERINGHAM.

(Seal.)

Signed, sealed and delivered by the within-named Low Monteith Fotheringham, on behalf of the African Lakes Company (Limited), in my presence, this 27th day of September, 1893.

(Signed) H. GALT.

This certificate is subject to the following documents:—

September 28, 1893.—Transfer: African Lakes Company to British South Africa Company (No. 36, p. 6).

September 28, 1893.—Transfer: British South Africa Company to African Lakes Company (No. 37, p. 7).

(Signed) ALFRED SHARPE,
Her Majesty's Vice-Consul.

Deed of Sale.

I, Kampata, Makololo Chief, do hereby certify that I have this day sold to the African Lakes Company (Limited) the land, river, and waterfalls, hereinafter described, adjacent to the village of Chirala.

Commencing at the north bank of the stream Mwenbedzi, where it falls into the Shiré, up the bank of the Shiré to the south bank of the stream Lisungwe, and to extend at right angles, from each point, as far as the territory of Kampata extends, in the westerly direction. Then on the opposite bank of the Shiré, directly opposite the north bank of the stream Mwenbedzi, up the bank of the said Shiré to the village of Matope, and to extend in an easterly direction as far as the territory of Kampata extends, and to include all waterfalls on the Shiré within the said boundary, to be used for whatsoever purpose the aforementioned Company may wish.

I further certify that I have this day received as full payment for, and in consideration of, said land and waterfalls, and all and sundry parts and appurtenances thereof, including all minerals therein, 3 pieces print, 4 pieces blue cloth, 3 pieces red cloth, 1 blanket, 1 piece handkerchiefs, 28 pieces calico, 3 barrels powder, 2 boxes gun-caps, 5 tins meat, 2 cap guns, 1 flint-lock, 4 lbs. beads, 1 box thread; and I hereby, for myself, my heirs or (and) successors or (and) assignees, confirm the said purchase and transfer, and warrant the said land and waterfalls, and all and sundry parts and appurtenances thereof, to the said African Lakes Company (Limited), their heirs and successors and assignees, for all time coming.

Given under my hand and seal this 2nd day of April, 1890, at Chirala, on the Lower Shiré, in the Makololo country.

(Seal.) (Signed) KAMPATA, his × mark.

Witnesses:

(Signed) MGWEDE, his × mark, } *Brothers of*
PETER, *ditto*, } *Kampata.*
MOFFAT, *ditto*, }

(Translated by me, EVANGELI, *Witness.*)

I hereby certify this document to have been duly executed by the Chief Kampata in my presence, and in that of the attesting witnesses, Mgwede, Peter, Moffat, and Evangeli.

(Signed) CHAS. WILSON.

These are to certify that this document has been registered at the British Consulate, and that a duly certified copy of it is lodged there.

(Signed) JOHN BUCHANAN,
Her Majesty's Acting Consul.

(Seal.)

British Consulate, Nyasa, June 29, 1891.

Title-deed No. 4. *Kampata's Country.*

Date.	Goods paid.	Value. £	s.	d.
April 2, 1890 ..	3 pieces prints (160 yards)	3	7	0
	4 „ blue cloth (40 yards)	1	6	8
	3 „ red cloth (70 yards)	1	15	0
	1 blanket	0	9	0
	1 piece handkerchiefs (112 handkerchiefs) ..	2	7	0
	28 pieces calico	12	12	0
	3 barrels powder (12 lbs.)	2	8	0
	2 boxes percussion caps	0	6	0
	5 tins meat	0	5	0
	2 cap guns, large bore	7	0	0
	1 flint gun	1	10	0
	4 lbs. beads	0	8	0
	1 box thread	0	2	0
	Total	33	15	8

Title-deeds of Country from Pemba to near Zomba, sold by Chenjowe, Chilunda, and Chitumba, April 7, 1890.

We, Chenjowe, Chilunda, and Chitumba, Ajawa Chiefs, do hereby certify that we have this day sold to the African Lakes Company (Limited) the land between Michiru Hill, the River Shiré, and near Zomba.

Commencing at the Likabula stream to the north of Michiru Hill, by Chiringani Hills, Pemba, and following the Likabula stream again to the hills above Chirala, leaving Lete, in the Makololo country, to the Shiré at Patamanga Hill and stream, and over the Shiré to Mkulumadzi stream, including the Lisungwe River and Makande Plain to the north of that river, and Kutete (still on the other side of the Shiré River) to the Livirivi stream, back by Chire (Gwaza's) up Namitembo stream by Mwinji Hill, Mwisa Hill, near Zomba, by Dindi Hillock, Mitawa Hill, Pankande Little Hill, Namwanji Hill and stream, on to Lirangwe stream, and down that stream to the Matope Road. From this point towards Michiru, leaving out Ngonga Hillock near Matindi, including the abandoned village of Kalonjere, and back to the Kabula stream at Michiru.

And we further testify that we have this day received as full payment for, and in consideration of, said land, including all minerals, and all and sundry parts and appurtenances thereof, 6 trusses of calico, 6 guns, 6 kegs of powder, 5 bundles brass wire, and umbrellas, beads, plates, &c., and we hereby, for ourselves, our heirs and successors and (or) assignees, do hereby confirm the said purchase and transfer, and warrant the same land and all minerals, and all and sundry parts and pertinents thereof, to the above-mentioned African Lakes Company (Limited), their heirs and successors and assignees, for all time coming.

Given under our hands and seals this 7th day of April, 1890, at Mudi, Blantyre.

(Seal.) (Signed) CHENJOWE, his × mark.
(Seal.) (Signed) CHILUNDA, *ditto*.
(Seal.) (Signed) CHITUMBA, *ditto*.

Witnesses:
(Signed) ANDREW W. BELL, *Assistant, African Lakes Company.*
RALPH BELCHER, *Master*, "*Domira.*"
MATOPE, his × mark.

I hereby certify this document to have been duly executed by Chiefs Chenjowe, Chilunda, and Chitumba in my presence, and in that of the attesting witnesses, Andrew W. Bell, Ralph Belcher, and Matope, all of whose signatures are certified this 7th day of April, 1890.

(Signed) JOHN BUCHANAN,
Her Majesty's Acting Consul for Nyasa.

(Seal.)
Mudi, Consular District of Nyasa, April 7, 1890.

Title-deed No. 5. Chilunda, Chitumba, and Chenjowe's Countries.

Date.	Goods paid.	Value. £	s.	d.
April 7, 1890 ..	6 trusses calico (48 pieces)	25	4	0
	6 cap guns (5 at 2*l.* each, 1 at 3*l.*)	13	0	0
	6 kegs powder (26 lbs.)	6	10	0
	5 bundles brass wire (140 lbs.)	10	10	0
	3 umbrellas	1	8	6
	11 lbs. beads	0	16	6
	3 enamelled plates	0	3	0
	28 yards blue	0	15	8
	3 blankets	1	2	6
	6 spoons	0	2	6
	6 knives	0	4	6
	3 boxes percussion caps	0	7	6
	Total	60	4	8

Inclosure 15 in No. 1.

(O.)

Transfer of a piece of Land at Tshiromo, on the Right Bank of the Ruo River, about five Acres in extent.

I, ALLAN CORNFOOTE SIMPSON, of Tshilomo, Ntshatsha, and Port Herald, in British Central Africa, merchant, do hereby make over in its entirety and sell with all the rights appertaining thereto the piece of land as hereinunder described to the British South Africa Company (Chartered and Limited) for the sum of 35*l.*; and I declare that the piece of land in question is mine to sell and dispose of as I will, having been lawfully acquired by me in purchase from Mbengwa in the year 1891.

The following is the definition of the aforesaid piece of land which I now sell to the British South Africa Company (Chartered and Limited) :—

From a point on the main road to the interior about 86 yards from the entrance to my store, eastwards, the boundary shall run parallel with my premises (with an average distance of 72 yards between my premises and the boundary) to the waterside of the River Ruo, and then shall follow the shore of the Ruo up stream for a distance of about 158 yards to just beyond a clump of banana trees where an existing native path reaches the River Ruo. From this point on the native path at the waterside the boundary shall strike at right angles straight away to the public road to the interior already referred to, and the line of this road shall be the fourth side of the property sold; the said property having a total area of about 5 acres, and including all the premises recently let by me to a Banian trader, whose tenancy has been forfeited by reason of a breach in his agreement.

I also agree to allow the British Central Africa Administration to make and keep open for public use a path or roadway, in place of the present native path, of not more than 12 feet wide from the main road down to the River Ruo contiguous to the eastern boundary of the property herein referred to.

In confirmation of this my act and deed, witness my hand this 22nd day of August, 1891, at Tshilomo, on the Rivers Shiré and Ruo.

(Signed) ALLAN SIMPSON.

Witnesses to signature:
(Signed) G. H. Hoare, *R.E.*
H. H. Johnston.

I certify the foregoing document to be a true copy of the original made by myself.

(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner and Consul-General.

(Seal.)
Zomba, October 11, 1893.

Agreement for Five Years' Tenantry of Ground at Ruo.

I, Mbengwa, Ruling Chief of the Lower Makololo country, do hereby certify that I have given permission to Ramdas Tricamdas to build on and occupy a parcel of ground, having a frontage of 30 yards, on the right side of the road leading from the public landing-ground at Chiromo to my village, and extending back to the marsh on the right bank of the Ruo River, on the understanding that the said Ramdas Tricamdas shall pay to me, my heirs or successors, a yearly rental of 3 rupees, and fulfil the terms of the declaration given by him to Acting Consul Buchanan on the 19th day of November, 1890, and that this contract shall be subject to rearrangement at the end of five years.

Given under my hand and seal at Chiromo, this 20th day of November, 1890.

(Seal.) (Signed) MBENGWA.

Witnesses:
(Signed) Harry E. Pettitt, *Planter, The Retreat, Blantyre.*
Robert Blair, *Assistant, African Lakes Company, Chilomo.*

I hereby declare this document to have been duly executed by Chief Mbengwa in my presence, and in that of the attesting witnesses, Henry E. Pettitt and Robert Blair, all of whose signatures are certified.

(Signed) JOHN BUCHANAN,
Her Majesty's Acting Consul.

(Seal.)
Chiromo, November 20, 1890.

These are to certify that this document has been written and drawn up by me.

(Signed) JOHN BUCHANAN,
Her Majesty's Acting Consul.

(Seal.)
Chiromo, November 20, 1890.

Please note that the Chartered Company possesses a claim to a very valuable plot of land (Plot No. 27) at Tshiromo, purchased for the Company by me in 1891 from A. C. Simpson (35*l.*) and Ramdas (6*l.*). The A. C. Simpson transfer was sent by me direct to the London office of the British South Africa Chartered Company. I append herewith other documents.

(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner and Consul-General.

Zomba, October 11, 1893.

Transfer of Ramdas Tricamdas' Property at Chiromo.

This is to certify that I, Ramdas, trader, have sold this day, 2nd November, 1891, to the British Central Africa Administration all my property at Chiromo, which consists of two grass houses completed in building, and a third grass house in course of being built.

All the above are situated close to the village of Chiromo, and on the lands now belonging to the British Central Africa Administration.

I have received from the said Administration, through Allan Simpson, of Chiromo and Port Herald, the sum of 6*l.* in complete payment for the above property, and I here declare that I have no further claim on said property.

(Signed) RAMDAS TRICAMDAS.

Witness;
(Signed) J. A. GRANT,
British Central Africa Administration.
Chiromo, November 2, 1891.

Transfer of "Plot 27" on Right Bank of River Ruo, Tshiromo.

Transfer made this 7th day of September, 1892, between Allan Cornfoote Simpson, merchant, of Tshiromo, Ruo (hereinafter called "the transferor"), of the one part, and the British South Africa Company (Chartered and Limited), of 19, St. Swithin's Lane, Cannon Street, London, E.C. (hereinafter called "the transferee"), of the other part.

Whereby, in consideration of the sum of 35*l.*, paid on the 22nd day of August, 1891, by the transferee to the transferor (the receipt whereof is hereby acknowledged), the transferor does transfer and make over absolutely to the transferee all that piece of land and buildings thereon known as "Plot No. 27," situate in the township of Tshiromo, Ruo district, Protectorate of Nyasaland, and bounded as follows:—

Starting from a point on the eastern side of Lake Road, distant from the left bank of the River Shiré 2,056 feet, measured along the side of Lake Road, and 443 feet from the right bank of the River Ruo, on a bearing of 165° (magnetic), the boundary shall be carried along the east side of Lake Road on a bearing of 60° (magnetic), for a distance of 461 feet, and then turn at the corner of Simpson Road, and be carried on a bearing of 165° (magnetic) for a distance of 635 feet, or until it reach the River Ruo, the right bank of which it shall then follow till it reach a point 443 feet distant, on a bearing of 165°

(magnetic) from the starting-point, and from this point on the river bank shall be carried on a bearing of 165° for a distance of 443 feet, or until it reach the starting-point.

Together with the appurtenances for an estate in fee simple.

In witness whereof the transferor and the transferee have hereunto set their hands and seals this 7th day of September, 1892, at Tshiromo, Ruo, Nyasaland.

(Signed) ALLAN CORNFOOTE SIMPSON.

On behalf of the British South Africa Chartered Company,

(Signed) H. H. JOHNSTON, *Her Majesty's Commissioner and Consul-General.*

Signed, sealed, and delivered by the said transferor and transferee in my presence, this 7th day of September, 1892.

(Signed) H. A. HILLIER.

We, the transferor and the transferee, do hereby declare that the present deed of transfer shall stand in lieu of and supersede that informal transfer concluded on the 22nd August, 1891.

(Signed) ALLAN CORNFOOTE SIMPSON.

On behalf of the British South Africa Chartered Company,

(Signed) H. H. JOHNSTON, *Her Majesty's Commissioner and Consul-General.*

Witness to signatures:

(Signed) H. A. HILLIER.

ANNEX II.

TABLE giving the Treaties subsequent to those in the Memorandum of August 11, 1893.

No.	Date.	Names of Chiefs and Headmen.	Tribe.	Locality.	Nature of Engagement.	Territory, whether defined or not.	Remarks.
82	July 12, 1893 ..	Kanga, Chief .. .. Makalani, Headman	..*	Mitsheri Pass, North Mlanje	Perpetual cession of all sovereign and territorial rights	No	Mr. Johnston, No. 39, August 29, 1893.
83	„ 12, „ ..	Kaduya, Chief .. .. M'Kamula, Chief M'Kanda, Chief	..*	Matshemba ..	Ditto	No	Ditto.
84	„ 10, „ ..	M'Kumba, Chief ..	A-nyanja* ..	North of Mount Mlanje	Perpetual cession of all sovereign and territorial rights, and all rights he may have had in Chipoka's country	Yes	Ditto.
85	Feb. 23, 1894 ..	Chikuru	Atonga‡ ..	West Nyasa ..	Perpetual cession of all sovereign and territorial rights	No	Mr. Johnston, No. 27, March 14, 1894. Approved in No. 26 of May 21, 1894.

CO[illegible]

MEMORANDUM by Sir C. Hill on British Central African Land Claims.

Foreign Office,
July 18, 1894.